

Arbitration Agreement

The undersigned parties voluntarily agree to submit the matters of controversy between them, concerning _____

_____ and all related matters, to the arbitration of the Baltimore Bais Din

The undersigned parties further agree, accept and commit that:

1. All proceedings will follow the Procedures of the Baltimore Bais Din as per the instruction of the Bais Din, and will remain confidential, unless directed otherwise by the Bais Din.
2. The Bais Din may accept any and all evidence they find relevant and revealing, even if not strictly valid Halachic testimony (עדות).
3. The Bais Din may rule according to their interpretation of the Halacha (Torah Law), or render a Halachic compromise (פשרה קרובה לדין) or as they find appropriate upon consideration of the justice and righteousness of the case (לפי הצדק והישר).
4. The Bais Din will rule according to the majority opinion in all cases, and even in the event of one Dayan's abstention from signing.
5. The Decision of the Bais Din will be final and binding, and the matters contained therein will remain in the sole jurisdiction of the Bais Din, not subject to that of any other bais din or court, to modify, appeal or enforce, without the written consent of the Bais Din.
6. The Bais Din and/or the Dayanim, as well as their documents and recordings, are not subject to any form of deposition or subpoena from any other bais din or court.
7. The Bais Din and/or the Dayanim will not be personally liable in case of any possible error in judgment according to true Torah Law (whether in שיקול הדעת or דבר משנה).
8. An act of commitment (קנין גמור אגב סודר) was made on the commitment to adhere to this agreement.

In Witness Whereof the parties hereby sign this Arbitration Agreement on this day of

Claimant:

Respondent:

