

AGREEMENT TO MEDIATION/ARBITRATION

This agreement made and entered into as of the _____ day of _____, 20____,
between _____, with an address at _____
and _____, with an address at _____.

Witnesseth: That there exists between the above-named parties certain differences and disputes in reference to issues between them, with each party claiming financial or other claims against the other, including _____. The parties hereby authorize the Beth Din of the Chicago Rabbinical Council (the "Beth Din"), with an address of 2701 W. Howard Street, Chicago, Illinois 60645, to resolve all disputes related to these issues, and agree to accept the ward of the Beth Din completely.

Notwithstanding the foregoing, the parties have agreed and have asked Rabbi A. M. Abramson to first endeavor to assist the parties to settle this controversy and to act as a mediator. The mediator may choose to terminate the mediation at any time. Following termination of the mediation, that arbitration process will proceed as described below. To this end, the parties agree to meet with Rabbi Abramson on _____, 20__ at _____ A.M/P.M, at the office of the Chicago Rabbinical Council.

In consideration of the above recitals, the terms and covenants of this agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

For the purposes of satisfactorily adjudicating their differences and disputes, it has been agreed by the parties that if their disputes are not settled during the mediation, then the matters in dispute between them, touching the several contentions above mentioned (which determination may be made by the mediator), be submitted to the binding arbitration of the Beth Din Zedek of the Chicago Rabbinical Council, which shall resolve the matter in accordance with its Rules and Procedures. The parties agree that they have selected the aforesaid Beth Din to resolve their disputes and shall accept the ruling of the arbitrator or arbitrators appointed by that organization as a binding and final decision.

The parties acknowledge that the arbitrator(s) may resolve this controversy in accordance with the Jewish law ("*din*"), and/or the general principles of arbitration and equity customarily employed by the Beth Din and as set forth in the Rules and Procedures of the Beth Din Zedek of the Chicago Rabbinical Council. The arbitrator(s) shall retain jurisdiction over this matter for one year after it publishes its award, and they shall be authorized to modify the award for any reason they deem proper.

This agreement may be executed in several counterparts, that together shall consist of a single instrument.

The parties agree that the judgment may be entered on the award in any court of competent jurisdiction, and that such agreement shall be final as to the parties and issues encompassed in this agreement and specified in the Rules and Procedures of the Beth Din Zedek of the Chicago Rabbinical Council.

In witness whereof, each party to this agreement has caused it to be executed in the State of Illinois as of the date written above.

Signed:

Witnesses:
