



בית דין צדק דעטראיט

Rabbinical Court of Greater Detroit

18877 West 10 Mile Road #101, Southfield, MI 48075 Phone: (248) 559 – 5005 x101 Fax: (248) 559 – 5202

הרב דניאל יהודה נוישטט, אב"ד

Agreement to Submit to Binding Arbitration

We, the undersigned, hereby agree to submit to binding arbitration the following controversy:

The arbitration shall be conducted in the State of Michigan under the auspices of the Rabbinical Court of Greater Detroit, and we further agree that the controversy be heard and determined by three arbitrators chosen in the following manner. The party bringing the arbitration will choose one of the arbitrators. The party called for arbitration will choose the second of the arbitrators. The two arbitrators will then choose a third arbitrator to sit with them.

The parties recognize and acknowledge that by agreeing to binding arbitration, they waive and surrender their right to present their dispute to a court. The only permitted recourse to court will be in the event that one of the parties hereto does not honor this agreement or the decisions made by the arbitrators under this agreement.

It is agreed that the arbitrators fee shall be paid equally by each party to the controversy unless otherwise determined by the arbitrators; that the arbitrators may make their award based upon Din Torah, or compromise or on any other basis they may wish; that no transcript of the proceedings need be made unless the arbitrators decide to hire a stenographer or minute taker whose cost shall be paid equally by the parties; that the arbitrators need not be sworn to hear and decide the controversy and that no witness or party need be sworn unless the arbitrators so direct; that the arbitrators may follow any lawful procedure as they decide; that the parties waive the right to cross-examination except under the procedures set by the arbitrators; that the arbitrators may determine evidentiary issues; that the arbitrators have the power to issue subpoenas for witnesses and production of documents; that the arbitrators are authorized to make an award on attorney fees and legal costs; that the award of the arbitrators shall be in writing and shall be signed by at least two arbitrators and need not be acknowledged or notarized in order to be confirmed or enforced; that the hearings may be held on Sundays or any legal holiday; that the arbitrators will be held harmless for their decision; that the parties agree that they will faithfully abide by and implement the award of the arbitrators and that judgment upon the award may be entered in the Court of Common Pleas of the State of Michigan, pursuant to applicable Michigan law; and that the award of the arbitrators may be enforced pursuant to the laws of the State of Michigan. We further agree not to subpoena any arbitrator as a witness in a hearing held in a secular or religious court concerning this proceeding, not to bring suit against any arbitrator in a secular or religious court, and waive any claims against all arbitrators arising from their conduct of this arbitration.

We understand that we have the right to be represented by attorneys or other advisors in the arbitration at any time but that any party may elect to proceed without an attorney and the parties have the right to argue for themselves before the arbitrators. The undersigned hereby waive formal notice of the time and place of the arbitration proceedings and consent that the arbitration be held and commence with the jurisdiction of the arbitrators to continue until a final award is made. The terms of this agreement are severable, and the illegality or violability of any terms of this agreement shall not affect the remainder of this agreement, which shall remain valid and enforceable. If any party to this agreement fails to participate pursuant to the terms of this agreement, the arbitrators may decide the matter before them ex parte, in the absence of such party and may issue a valid and binding award without the necessity of obtaining a court order. This agreement may be executed in multiple counterparts, which, when taken together, shall be effective, as one instrument.

Claimant (sign & print)

Defendant (sign & print)

Claimant (sign & print)

Defendant (sign & print)

Date

Date