

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: 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. The parties hereby authorize the Chicago Rabbinical Council, 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 Chicago Rabbinical Council 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. At such time the 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 of which is acknowledged, the parties agree as follows:

For the purposes of satisfactorily adjusting their differences and disputes, it has been agreed by the said parties that if their disputes are not settled during the mediation, then the matters in dispute between them, touching the several contentions above mentioned, be submitted to the binding arbitration of the Chicago Rabbinical Council, which shall resolve the matter in accordance with its rules and procedures.

Said 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 Jewish law (“*din*”) and/or the general principles of arbitration and equity customarily employed by the Chicago Rabbinical Council.

If any arbitrator withdraws, or is disqualified from hearing the case, or unable to function as an arbitrator, the parties agree to accept any new arbitrator named by the Chicago Rabbinical Council, in accordance with its rules and procedures.

Let the arbitrator(s), after making the award, furnish each of the parties with a copy thereof. The arbitrator(s) shall retain jurisdiction over this matter for one year after publishing its award, and shall be authorized to modify the award for any reason they deem proper.

This agreement may be executed in separate counterparts that together shall constitute a single document.

The parties agree that the judgment may be entered on the award in any court of competent jurisdiction in the State of Illinois and that such agreement shall be final as to the parties and issues encompassed in this agreement, and specified in the rules 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 the date written above.

Signed:

Witnesses:
