



## The Israeli Addendum to the Marriage Contract ("Ketubah")

From the dawn of Jewish history, it was customary that at the time of marriage a legal bill would be established detailing the husband's obligations toward his wife for the duration of their marriage, and the payment that he would be obligated to pay her in the unfortunate case of the marriage's dissolution. This legal bill is called a "Ketubah," and it continues to be practiced even today. It is precisely the peak moments of the wedding—when the couple makes the fateful decision to entwine their lives together—that were deemed the most appropriate for the spouses to take responsibility and to lay the foundations that will ensure fair treatment and mutual respect between them, even in times of crisis.

In the spirit of this outline, and in accordance with the difficulties that are typical of marriage and divorce in recent generations, the agreement in front of you has been formulated, which constitutes an addendum to the "Ketubah." This agreement is intended to ensure that in the case of marital crisis, the couple's spouses would act toward each another with respect, fairness, and would not allow the difficulty of times to divert them from this path.

Sign this agreement out of love, respect, trust, and mutual responsibility. Walk in the path of justice and judgment, kindness and mercy.



## Pre-Nuptial Agreement

That was conducted in \_\_\_\_\_ (place that Agreement was conducted)  
 On \_\_\_\_\_ day, in the month of \_\_\_\_\_, in the year \_\_\_\_\_  
 Between \_\_\_\_\_ (name), Identification Number: \_\_\_\_\_  
 (hereinafter: **"the man"**)  
 And \_\_\_\_\_ (name), Identification Number: \_\_\_\_\_  
 (hereinafter: **"the woman"**)  
 (hereinafter, together: **"the couple"**)



תנועת הצעיר  
 YOUNG ISRAELI  
 הבינלאומית  
 MOVEMENT

## **The couple agrees to the following:**

### **1. Introduction**

- a. The couple agrees to base their marital lives together on the foundations of love, unity, peace, equality, respect, consideration, fairness, and mutual care.
- b. The couple intends to behave with respect towards each other, and to settle disagreements between them with fairness and in a pleasant manner.

### **2. The Notice**

- c. If one of the spouses wishes to separate from the other, s/he can send a written notice to the other, informing the other that s/he requests to fulfill the obligations toward the other that appear in Section 4 below (hereinafter: "The Notice"). This Agreement is exercisable by the sender of The Notice, and only after The Notice has been delivered.
- d. Delivery of The Notice – shall be made in writing and shall be personally delivered, by registered mail with a delivery certificate, or by way of an alternative mode of delivery permitted by law.
- e. "Day of Notice" is the day that The Notice is delivered, as mentioned above.
- f. One spouse's sending Notice to the other does not negate the right of the other spouse to send Notice simultaneously to the other.
- g. The sender of The Notice is permitted to cancel The Notice or send it again according to his/her own considerations. Every cancellation must be made in writing and in the same manner as The Notice was sent. Cancelling one's Notice does not affect the Notice sent by the other spouse.
- h. After a year has passed from the day of The Notice (hereinafter: "The Period"), the sender of The Notice is permitted to take all action in order to realize the obligations of the other spouse as mentioned out in Section 4 of this Agreement, provided that the sender of The Notice appeared at the Bet Din (Jewish religious court) at the time that was required, and agreed to the termination of the marriage.

"The termination of the marriage" in this Agreement means: the termination of the marriage between the spouses in accordance with the law of Moses and Israel, without stipulation on the requirements of other matters connected to the termination of the marriage. In order to remove any doubt, it is hereby clarified that sending The Notice agreeing to the termination of a marriage in accordance with the law of Moses and Israel—even if not agreeing to other conditions or requirements in other matters—should not be considered as not agreeing to the termination of the marriage.

### **3. The Period and Attempts to Rehabilitate the Marriage**

- a. Throughout The Period, each spouse is permitted to request to rehabilitate the marriage with the help of an agreed-upon professional. The attempts to rehabilitate the marriage shall be performed with the consent of both spouses.
- b. The one who sends The Notice is permitted to extend The Period, as well as to shorten the extension. The extension, or shortening thereof, should be made in writing and should be included in The Period. One spouse's extension of The Period does not automatically extend the relevant time period in the Notice of the other spouse.
- c. The duration of attempts to rehabilitate the marriage should not be longer than The Period, and should be included within The Period, unless if both spouses agree otherwise.

## 4. The Obligations

### The Obligations of the Man

- a. The man now undertakes to pay the woman from the date of their marriage, and as long as the spouses are married to one another according to the law of Moses and Israel, monthly alimony in an amount greater than the following:
  1. Half of the average wage per employee working in the economy (net), as published by the National Insurance Institute on January 1 of the year in which the notice was sent.
  2. An amount constituting 50% of his average monthly income in the year preceding the date of The Notice.
- b. Despite the man's obligations, the woman is willing to settle for her alimony and other rights at the customary level acceptable by law, from the day of marriage until the end of The Period.
- c. This obligation of the man's is not dependent on the woman's income from any source, and cannot be offset by the woman's obligations towards the man.
- d. Despite his obligations, and as long as the woman is entitled to these obligations being fulfilled, the man is now exempt from any right conferred on him by any law by the woman.
- e. The obligation of the man shall be fully valid, notwithstanding any act or omission by the woman, and notwithstanding any claim of exemption available to the man, for the entire time that the couple is married in accordance with the laws of Moses and Israel, and as long as the woman is entitled to realize these obligations.

### The Obligations of the Woman

- a. The woman now undertakes to pay the man from the date of their marriage, and as long as the spouses are married to one another according to the law of Moses and Israel, monthly alimony in an amount greater than the following:
  1. Half of the average wage per employee working in the economy, as published by the National Insurance Institute on January 1 of the year in which the notice was sent.
  2. An amount constituting 50% of her average monthly income in the year preceding the date of The Notice.
- b. Despite the woman's obligations, the man is willing to settle for his food (if entitled to him) and other rights at the customary level acceptable by law, from the day of marriage until the end of The Period.
- c. This obligation of the woman's is not dependent on the man's income from any source, and cannot be offset by the man's obligations towards the woman.
- d. Despite her obligations, and as long as the man is entitled to these obligations being fulfilled, the woman is now exempt from any right conferred on her by any law by the man.
- e. The obligation of the woman shall be fully valid, notwithstanding any act or omission by the man, and notwithstanding any claim of exemption available to the woman, for the entire time that the couple is married in accordance with the laws of Moses and Israel, and as long as the man is entitled to realize these obligations.

## 5. Preservation of Rights

- f. Except for what is explicitly stated in this Agreement, this Agreement is not for the purpose of harming the rights of the man or the woman or the children, and/or any other relief available to one of the spouses and/or the distribution of the property of the couple, as required by law, or under an Agreement signed between them, or according to the custom of the state.
- g. The taking of legal actions does not diminish what is stated in this Agreement.

## 6. Validity of this Agreement

- a. The couple agrees that if part of this Agreement is invalid or cannot be performed for any reason, this does not affect the validity of the remainder of the Agreement, and they will comply with its full validity.
- b. Any change to this Agreement shall be done exclusively in writing (and with the consent of the body authorized by law in the specific case).

- c. Avoidance, staying, or delaying by one of the spouses from claiming and/or exercising the right granted to him/her under this Agreement shall not be considered a waiver or forgiveness of any such right, unless the waiver or forgiveness is made in writing.
- d. Any Agreement or bill that is made between the spouses after the signing of this Agreement and that does not include an explicit reference to this Agreement shall be understood in accordance with what is written in this Agreement and shall be subject to it.
- e. The couple admits, affirms, and declares that they have read the Agreement, received an explanation and have understood all that is written in it, its meaning and its implications, and they sign the Agreement of their own free will without any force.
- f. It was described to the couple that they have the right to receive legal guidance. If one of them will waive this right, then it is agreed that the validity of this Agreement (in its entirety and all of its parts) shall not be affected.

**7. Halachic Validity (Validity According to Jewish Law)**

- a. In any disagreement between the Halachic arbitrators regarding the validity of the Agreement or any of its clauses according to Torah (Biblical) law, the couple agrees to accept the viewpoint that provides greater validity to the Agreement’s clauses. Each of the spouses guarantees to pay the other any amount, and grants the other every right in accordance with the viewpoint that provides greater validity to the Agreement’s clauses and all that is stated therein (so that s/he cannot claim “Kim Li”: Affirmation of Binding Arbitration according to the Jewish law.)
- b. In accordance with Torah (Biblical) law, the couple admits, affirms, and declares that they have executed a binding legal agreement (“Kinyan”) according to all legal and Halachic requirements, with regard to each and every clause, as well as each and every obligation, contained in this Agreement, in a Bet Din (religious court), and in accordance with all of the strictest requirements of the “laws of conditions” and the “laws of bills.” Further, the couple stipulated that they would not skip over the requirements of this Agreement in the 7th year (“Shmita” year).
- c. The couple hereby declares that they are aware of the fact that there is disagreement among the Jewish legal authorities both with regard to the essence of this Agreement’s validity and with regard to the specifics contained therein. Notwithstanding this, the couple wishes to sign this Agreement, and they have no issue with regard to the preparation of this Agreement and/or to the signing thereof.

**And for this we signed:**

\_\_\_\_\_   
 The man

\_\_\_\_\_   
 The woman



**Affirmation and Verification of Signatures**

I, a lawyer/authorized Rabbi (please delete the part that is incorrect) \_\_\_\_\_ [name] affirm that on the day \_\_\_\_\_ [day], the couple \_\_\_\_\_ [man’s name] and \_\_\_\_\_ [woman’s name] appeared, who were both identified by their Identification Numbers, and declared before me that they read and understood the contents and meaning of this Agreement, and after their declaration, they signed it before me.

\_\_\_\_\_   
 Date

\_\_\_\_\_   
 Signature

\*The Agreement is also valid without the signature of a lawyer/rabbi