



BINDING ARBITRATION AGREEMENT

This agreement consists of two pages and a notarization page. Instructions for filling out this document may be found on page 4. It is important that the instructions be carefully read and followed in completing the form.

THIS AGREEMENT made on the _____ day of the month of _____
In the year _____, in the City/Town/Village of _____, State of _____
Between Prospective Husband: _____
Residing at: _____
And Prospective Wife: _____
Residing at: _____

The Prospective Husband and Prospective Wife (hereinafter "parties"), who intend to be married in the near future, hereby agree as follows:

- I. Should a dispute arise between the parties after they are married, so that they are not living together as husband and wife, they agree to refer their marital dispute to the Qadha'a Board of the Ahmadiyya Muslim Community USA (currently located at 15000 Good Hope Road, Silver Springs, MD 20905, Tel: 301-879-01 10), acting as an arbitration panel, for a binding decision.
- II. The final decision of the Qadha'a Board shall be fully enforceable in any court of competent jurisdiction.
- III. The parties agree that the Qadha'a Board has exclusive jurisdiction to decide all issues related to any and all disputes concerning Haq *Mahr* (Dower) that may arise between them, during or after their *Nikah* and/or marriage as well as any issues arising from this agreement.
- IV. Upon complaint of any party to this agreement, the parties agree to appear in person before the Qadha'a Board at the demand of the Qadha'a Board.
- V. Failure of either party to perform his or her obligations under this Agreement shall make that party liable for all costs awarded by either the Qadha'a Board or a court of competent jurisdiction, including reasonable attorney's fees, incurred by one side in order to obtain the other party's performance of the terms of this Agreement.

	INITIALS	
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- VI. The decision of the Qadha'a Board shall be made in accordance with Ahmadiyya Jurisprudence. The parties waive their right to contest the jurisdiction or procedures of the Qadha'a Board or the validity of this Agreement in any other arbitration forum other than the Qadha'a Board. The parties agree to abide by the By Laws of the Qadha'a Board (which are available by calling the Qadha'a Board). The Qadha'a Board shall follow its By Laws, which shall govern this arbitration to the fullest extent permitted by law.
- VII. The parties agree to cooperate with the adjudication of the Qadha'a Board in every way and manner. In the event of the failure of either party to appear before the Qadha'a Board upon reasonable notice, the Qadha'a Board may issue its decision despite the defaulting party's failure to appear, and may impose costs and other penalties as legally permitted.
- VIII. This Agreement may be signed in one or more duplicates, each one of which shall be considered an original.
- IX. This Agreement constitutes a fully enforceable arbitration agreement. Should any provision of this Agreement be deemed unenforceable, all other surviving provisions shall still be deemed fully enforceable; each and every provision of this Agreement shall be severable from the other.
- X. Each of the parties acknowledges that he or she has been given the opportunity prior to signing this Agreement to consult with his or her own attorney or advisor. If a party, after careful review, chooses not to sign this Agreement, the Qadha'a Board shall have the responsibility to inform the other party of such failure.

In witness of all of the above, the Prospective Husband and Prospective Wife have entered into this agreement:	
SIGNATURE OF PROSPECTIVE HUSBAND: _____	
WITNESS 1: _____	WITNESS 2: _____
SIGNATURE OF PROSPECTIVE WIFE: _____	
WITNESS 1: _____	WITNESS 2: _____

	INITIALS	
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Notarization Forms

ACKNOWLEDGEMENT FOR PROSPECTIVE HUSBAND

State of _____ County of _____

On the ____ Day of _____ In the year _____ before me,

The undersigned personally appeared _____ ,
Personally known to me or proved to me the basis of satisfactory
evidence to be the individual whose name subscribed to within
this agreement and acknowledged to me that he executed
the agreement.

Notary Public:

ACKNOWLEDGEMENT FOR PROSPECTIVE WIFE

State of _____ County of _____

On the ____ Day of _____ In the year _____ before me,

The undersigned personally appeared _____ ,
Personally known to me or proved to me the basis of satisfactory
evidence to be the individual whose name subscribed to within
this agreement and acknowledged to me that he executed
the agreement.

Notary Public:

	INITIALS	
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INSTRUCTIONS

INTRODUCTION

This Agreement is intended to facilitate the timely and proper resolution of certain marital disputes. **This Agreement should be carefully reviewed, discussed, and then signed, as far ahead of the wedding day itself as is practically feasible.** Advice of proper legal counsel on both sides is certainly encouraged.

BINDING CIVIL COURT EFFECT

When properly executed, this Agreement is enforceable as a binding arbitration agreement in the courts of the United States of America. This needs to be explained to the parties. **This Agreement should only be used when the parties expect to reside in the United States upon marriage.** For those who will reside in the United States, the Qadha'a Board will appoint the proper arbitrators to hear and resolve matters throughout the country.

WITNESSES

There must be two witnesses to each signature. The same people can witness each signature and sign twice, once under the signature of the Prospective Husband, and once under the signature of the Prospective Wife, or four witnesses can be used, each signing once. It is preferable that each page of the agreement be initialed by both parties.

NOTARIZATION

Both parties are required to have this Agreement notarized. A notarization form is included in the document. Notaries can usually be found in banks, legal offices, etc.

ADDITIONAL FORMS

Some couples, for financial or other reasons, sign other prenuptial agreements. In such cases they may find it useful or practical to sign this document and incorporate this arbitration agreement by reference into any additional agreement. Additional copies of this document can be obtained from the offices of the Qadha'a Board.

SAFEKEEPING OF THIS FORM

Prospective Husband and Prospective Wife should keep his or her own copy of this Agreement in a safe place.

FURTHER INFORMATION

Further information regarding this Agreement, or further information concerning the procedures to be followed for resolution of any matters or disputes covered by this Agreement, may be obtained from the Qadha'a Board, which has disseminated this form Agreement.

