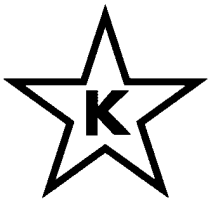


# **STAR-K KOSHER CERTIFICATION**

## **Instructions for Using the *Heter Iska***

1. It is vital that instructions are followed as stated in the correct sequence. Not following the procedure properly may invalidate the *heter iska*.
2. Before signing a mortgage or loan document, both parties (investor and recipient) should orally state that their agreement is in accordance with the terms and conditions of this *heter iska*.
3. If there is a mortgage or loan document, it should be completed and signed. No changes or additions to that document are necessary.
4. The investor must give the recipient \$1.00 (in addition to the investment) as wages for his labor. This dollar is a salary – it is not returned and is not included in the sum of money specified on the *heter iska*.
5. The *heter iska* must be filled out completely. The investor and recipient must sign at the bottom in the presence of a witness. The witness must be valid according to the law of the state in which the *heter iska* is executed.
6. When filling in the percentage, use the percentage equivalent to the amount found on the mortgage or loan document. If the rate is not fixed, enter the agreed upon amount (e.g., if it is the prime rate plus 2%, enter prime + 2%).
7. If you have any further questions, contact your *rav*.



# **STAR-K KOSHER CERTIFICATION**

## ***Heter Iska / Business Agreement***

(To be processed in conjunction with mortgage or loan form.)

Date: \_\_\_\_\_

We, the undersigned, have agreed that the monetary agreement between us is a business investment in accordance with the terms outlined by Rav Mendel of Cracow, of blessed memory, as detailed in *Nachalas Shiva*, chapter 40.

\_\_\_\_\_ (“Investor”) has invested the sum of \$\_\_\_\_\_ with \_\_\_\_\_ (“Recipient”) to be paid back, plus profit, as was mutually agreed upon by us.

We have agreed to a condition that if \_\_\_\_\_ (“Recipient”) will give \_\_\_\_\_ % of the money deposited in his charge per year to \_\_\_\_\_ (“Investor”), the Investor shall have no further claim to the rest of the profit. The Recipient has been given a wage for his labor.

We have further agreed to use the terms, loan, bond, interest or mortgage on this investment in order to expedite the collection of the funds invested and of the profit due to the Investor, through the courts, should the Recipient prove delinquent in paying the same according to this agreement.

The *Heter Iska* shall be binding, continuing in nature, and in force between the parties unless revoked in writing and mailed, by Certified Mail, to all parties to this document.

\_\_\_\_\_  
Investor’s Printed Name

\_\_\_\_\_  
Recipient’s Printed Name

\_\_\_\_\_  
Investor’s Signature

\_\_\_\_\_  
Recipient’s Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness