



Code Name: "NYPE 93"

Recommended by:  
The Baltic and International Maritime Council (BIMCO)  
The Federation of National Associations of  
Ship Brokers and Agents (FONASBA)

**TIME CHARTER®**

New York Produce Exchange Form  
Issued by the Association of Ship Brokers and Agents (U.S.A.), Inc.

November 6th, 1913 - Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946;  
Revised June 12th, 1981; September 14th 1993.

1 **THIS CHARTER PARTY**, made and concluded in **sample**.....  
2 this ..... day of ..... 19 .....

3 Between .....  
4 .....  
5 Owners of the Vessel described below, and .....  
6 .....  
7 .....  
8 Charterers.

9 **Description of Vessel**

10 Name ..... Flag ..... Built ..... (year)  
11 Port and number of Registry .....  
12 Classed ..... in .....  
13 Deadweight ..... long\*/metric\* tons (cargo and bunkers, including freshwater and  
14 stores not exceeding ..... long\*/metric\* tons) on a salt water draft of .....  
15 on summer freeboard.  
16 Capacity ..... cubic feet grain ..... cubic feet bale space.  
17 Tonnage ..... GT/GRT.  
18 Speed about ..... knots, fully laden, in good weather conditions up to and including maximum  
19 Force ..... on the Beaufort wind scale, on a consumption of about ..... long\*/metric\*  
20 tons of .....

21 \* Delete as appropriate.  
22 For further description see Appendix "A" (if applicable)

23 **1. Duration**

24 The Owners agree to let and the Charterers agree to hire the Vessel from the time of delivery for a period  
25 of .....  
26 .....  
27 .....  
28 ..... within below mentioned trading limits.

29 **2. Delivery**

30 The Vessel shall be placed at the disposal of the Charterers at .....  
31 .....  
32 .....  
33 ..... The Vessel on her delivery  
34 shall be ready to receive cargo with clean-swept holds and tight, staunch, strong and in every way fitted  
35 for ordinary cargo service, having water ballast and with sufficient power to operate all cargo-handling gear  
36 simultaneously.

37 The Owners shall give the Charterers not less than ..... days notice of expected date of  
38 delivery.

39 **3. On-Off Hire Survey**

40 Prior to delivery and redelivery the parties shall, unless otherwise agreed, each appoint surveyors, for their  
41 respective accounts, who shall not later than at first loading port/last discharging port respectively, conduct  
42 joint on-hire/off-hire surveys, for the purpose of ascertaining quantity of bunkers on board and the condition  
43 of the Vessel. A single report shall be prepared on each occasion and signed by each surveyor, without  
44 prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree.  
45 If either party fails to have a representative attend the survey and sign the joint survey report, such party  
46 shall nevertheless be bound for all purposes by the findings in any report prepared by the other party.  
47 On-hire survey shall be on Charterers' time and off-hire survey on Owners' time.

48 **4. Dangerous Cargo/Cargo Exclusions**

49 (a) The Vessel shall be employed in carrying lawful merchandise excluding any goods of a dangerous,  
50 injurious, flammable or corrosive nature unless carried in accordance with the requirements or  
51 recommendations of the competent authorities of the country of the Vessel's registry and of ports of  
52 shipment and discharge and of any intermediate countries or ports through whose waters the Vessel must  
53 pass. Without prejudice to the generality of the foregoing, in addition the following are specifically  
54 excluded: livestock of any description, arms, ammunition, explosives, nuclear and radioactive materials,  
55 .....  
56 .....  
57 .....  
58 .....  
59 .....  
60 .....  
61 .....  
62 .....  
63 .....  
64 .....

65 (b) If IMO-classified cargo is agreed to be carried, the amount of such cargo shall be limited to  
66 ..... tons and the Charterers shall provide the Master with any evidence he may  
67 reasonably require to show that the cargo is packaged, labelled, loaded and stowed in accordance with IMO  
68 regulations, failing which the Master is entitled to refuse such cargo or, if already loaded, to unload it at  
69 the Charterers' risk and expense.

70 **5. Trading Limits**

71 The Vessel shall be employed in such lawful trades between safe ports and safe places  
72 within .....  
73 ..... excluding

74 .....  
75 .....  
76 ..... as the Charterers shall direct.

77 **6. Owners to Provide**

78 The Owners shall provide and pay for the insurance of the Vessel, except as otherwise provided, and for  
79 all provisions, cabin, deck, engine-room and other necessary stores, including boiler water; shall pay for  
80 wages, consular shipping and discharging fees of the crew and charges for port services pertaining to the  
81 crew; shall maintain the Vessel's class and keep her in a thoroughly efficient state in hull, machinery and  
82 equipment for and during the service, and have a full complement of officers and crew.

83 **7. Charterers to Provide**

84 The Charterers, while the Vessel is on hire, shall provide and pay for all the bunkers except as otherwise  
85 agreed; shall pay for port charges (including compulsory watchmen and cargo watchmen and compulsory  
86 garbage disposal), all communication expenses pertaining to the Charterers' business at cost, pilotages,  
87 towages, agencies, commissions, consular charges (except those pertaining to individual crew members  
88 or flag of the Vessel), and all other usual expenses except those stated in Clause 6, but when the Vessel  
89 puts into a port for causes for which the Vessel is responsible (other than by stress of weather), then all  
90 such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew  
91 shall be for the Owners' account. Fumigations ordered because of cargoes carried or ports visited while  
92 the Vessel is employed under this Charter Party shall be for the Charterers' account. All other fumigations  
93 shall be for the Charterers' account after the Vessel has been on charter for a continuous period of six  
94 months or more.

95 The Charterers shall provide and pay for necessary dunnage and also any extra fittings requisite for a  
96 special trade or unusual cargo, but the Owners shall allow them the use of any dunnage already aboard  
97 the Vessel. Prior to redelivery the Charterers shall remove their dunnage and fittings at their cost and in  
98 their time.

99 **8. Performance of Voyages**

100 (a) The Master shall perform the voyages with due despatch, and shall render all customary assistance  
101 with the Vessel's crew. The Master shall be conversant with the English language and (although  
102 appointed by the Owners) shall be under the orders and directions of the Charterers as regards  
103 employment and agency; and the Charterers shall perform all cargo handling, including but not limited to  
104 loading, stowing, trimming, lashing, securing, dunnaging, unlashng, discharging, and tallying, at their risk  
105 and expense, under the supervision of the Master.

106 (b) If the Charterers shall have reasonable cause to be dissatisfied with the conduct of the Master or  
107 officers, the Owners shall, on receiving particulars of the complaint, investigate the same, and, if  
108 necessary, make a change in the appointments.

109 **9. Bunkers**

110 (a) The Charterers on delivery, and the Owners on redelivery, shall take over and pay for all fuel and  
111 diesel oil remaining on board the Vessel as hereunder. The Vessel shall be delivered with:  
112 ..... long\*/metric\* tons of fuel oil at the price of ..... per ton;  
113 ..... tons of diesel oil at the price of ..... per ton. The vessel shall  
114 be redelivered with: ..... tons of fuel oil at the price of ..... per ton;  
115 ..... tons of diesel oil at the price of ..... per ton.

116 \* Same tons apply throughout this clause.

117 (b) The Charterers shall supply bunkers of a quality suitable for burning in the Vessel's engines and  
118 auxiliaries and which conform to the specification(s) as set out in Appendix A.

119 The Owners reserve their right to make a claim against the Charterers for any damage to the main engines  
120 or the auxiliaries caused by the use of unsuitable fuels or fuels not complying with the agreed  
121 specification(s). Additionally, if bunker fuels supplied do not conform with the mutually agreed  
122 specification(s) or otherwise prove unsuitable for burning in the Vessel's engines or auxiliaries, the Owners  
123 shall not be held responsible for any reduction in the Vessel's speed performance and/or increased bunker  
124 consumption, nor for any time lost and any other consequences.

125 **10. Rate of Hire/Redelivery Areas and Notices**

126 The Charterers shall pay for the use and hire of the said Vessel at the rate of \$ .....  
127 U.S. currency, daily, or \$ ..... U.S. currency per ton on the Vessel's total deadweight  
128 carrying capacity, including bunkers and stores, on ..... summer freeboard, per 30 days,  
129 commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part  
130 of a month; hire shall continue until the hour of the day of her redelivery in like good order and condition,  
131 ordinary wear and tear excepted, to the Owners (unless Vessel lost) at .....  
132 .....  
133 .....  
134 ..... unless otherwise mutually agreed.

135 The Charterers shall give the Owners not less than ..... days notice of the Vessel's  
136 expected date and probable port of redelivery.

137 For the purpose of hire calculations, the times of delivery, redelivery or termination of charter shall be  
138 adjusted to GMT.

139 **11. Hire Payment**

140 (a) Payment

141 Payment of Hire shall be made so as to be received by the Owners or their designated payee in  
142 ..... , viz .....  
143 .....  
144 .....  
145 ..... in

146 ..... currency, or in United States Currency, in funds available to the  
147 Owners on the due date, 15 days in advance, and for the last month or part of same the approximate  
148 amount of hire, and should same not cover the actual time, hire shall be paid for the balance day by day  
149 as it becomes due, if so required by the Owners. Failing the punctual and regular payment of the hire,  
150 or on any fundamental breach whatsoever of this Charter Party, the Owners shall be at liberty to  
151 withdraw the Vessel from the service of the Charterers without prejudice to any claims they (the Owners)  
152 may otherwise have on the Charterers.

153 At any time after the expiry of the grace period provided in Sub-clause 11 (b) hereunder and while the  
154 hire is outstanding, the Owners shall, without prejudice to the liberty to withdraw, be entitled to withhold  
155 the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever

156 for any consequences thereof, in respect of which the Charterers hereby indemnify the Owners, and hire  
157 shall continue to accrue and any extra expenses resulting from such withholding shall be for the  
158 Charterers' account.

159 (b) Grace Period

160 Where there is failure to make punctual and regular payment of hire due to oversight, negligence, errors  
161 or omissions on the part of the Charterers or their bankers, the Charterers shall be given by the Owners  
162 ..... clear banking days (as recognized at the agreed place of payment) written notice to rectify the  
163 failure, and when so rectified within those ..... days following the Owners' notice, the payment shall  
164 stand as regular and punctual.

165 Failure by the Charterers to pay the hire within ..... days of their receiving the Owners' notice as  
166 provided herein, shall entitle the Owners to withdraw as set forth in Sub-clause 11 (a) above.

167 (c) Last Hire Payment

168 Should the Vessel be on her voyage towards port of redelivery at the time the last and/or the penultimate  
169 payment of hire is/are due, said payment(s) is/are to be made for such length of time as the Owners and  
170 the Charterers may agree upon as being the estimated time necessary to complete the voyage, and taking  
171 into account bunkers actually on board, to be taken over by the Owners and estimated disbursements for  
172 the Owners' account before redelivery. Should same not cover the actual time, hire is to be paid for the  
173 balance, day by day, as it becomes due. When the Vessel has been redelivered, any difference is to be  
174 refunded by the Owners or paid by the Charterers, as the case may be.

175 (d) Cash Advances

176 Cash for the Vessel's ordinary disbursements at any port may be advanced by the Charterers, as required  
177 by the Owners, subject to 2 ½ percent commission and such advances shall be deducted from the hire.  
178 The Charterers, however, shall in no way be responsible for the application of such advances.

179 **12. Berths**

180 The Vessel shall be loaded and discharged in any safe dock or at any safe berth or safe place that  
181 Charterers or their agents may direct, provided the Vessel can safely enter, lie and depart always afloat  
182 at any time of tide.

183 **13. Spaces Available**

184 (a) The whole reach of the Vessel's holds, decks, and other cargo spaces (not more than she can  
185 reasonably and safely stow and carry), also accommodations for supercargo, if carried, shall be at the  
186 Charterers' disposal, reserving only proper and sufficient space for the Vessel's officers, crew, tackle,  
187 apparel, furniture, provisions, stores and fuel.

188 (b) In the event of deck cargo being carried, the Owners are to be and are hereby indemnified by the  
189 Charterers for any loss and/or damage and/or liability of whatsoever nature caused to the Vessel as a  
190 result of the carriage of deck cargo and which would not have arisen had deck cargo not been loaded.

191 **14. Supercargo and Meals**

192 The Charterers are entitled to appoint a supercargo, who shall accompany the Vessel at the Charterers'  
193 risk and see that voyages are performed with due despatch. He is to be furnished with free  
194 accommodation and same fare as provided for the Master's table, the Charterers paying at the rate of  
195 ..... per day. The Owners shall victual pilots and customs officers, and also, when  
196 authorized by the Charterers or their agents, shall victual tally clerks, stevedore's foreman, etc.,  
197 Charterers paying at the rate of ..... per meal for all such victualling.

198 **15. Sailing Orders and Logs**

199 The Charterers shall furnish the Master from time to time with all requisite instructions and sailing  
200 directions, in writing, in the English language, and the Master shall keep full and correct deck and engine  
201 logs of the voyage or voyages, which are to be patent to the Charterers or their agents, and furnish the  
202 Charterers, their agents or supercargo, when required, with a true copy of such deck and engine logs,  
203 showing the course of the Vessel, distance run and the consumption of bunkers. Any log extracts  
204 required by the Charterers shall be in the English language.

205 **16. Delivery/Cancelling**

206 If required by the Charterers, time shall not commence before ..... and should the  
207 Vessel not be ready for delivery on or before ..... but not later than ..... hours,  
208 the Charterers shall have the option of cancelling this Charter Party.

209 Extension of Cancelling

210 If the Owners warrant that, despite the exercise of due diligence by them, the Vessel will not be ready  
211 for delivery by the cancelling date, and provided the Owners are able to state with reasonable certainty  
212 the date on which the Vessel will be ready, they may, at the earliest seven days before the Vessel is  
213 expected to sail for the port or place of delivery, require the Charterers to declare whether or not they will  
214 cancel the Charter Party. Should the Charterers elect not to cancel, or should they fail to reply within two  
215 days or by the cancelling date, whichever shall first occur, then the seventh day after the expected date  
216 of readiness for delivery as notified by the Owners shall replace the original cancelling date. Should the  
217 Vessel be further delayed, the Owners shall be entitled to require further declarations of the Charterers  
218 in accordance with this Clause.

219 **17. Off Hire**

220 In the event of loss of time from deficiency and/or default and/or strike of officers or crew, or deficiency  
221 of stores, fire, breakdown of, or damages to hull, machinery or equipment, grounding, detention by the  
222 arrest of the Vessel, (unless such arrest is caused by events for which the Charterers, their servants,  
223 agents or subcontractors are responsible), or detention by average accidents to the Vessel or cargo unless  
224 resulting from inherent vice, quality or defect of the cargo, drydocking for the purpose of examination or  
225 painting bottom, or by any other similar cause preventing the full working of the Vessel, the payment of  
226 hire and overtime, if any, shall cease for the time thereby lost. Should the Vessel deviate or put back  
227 during a voyage, contrary to the orders or directions of the Charterers, for any reason other than accident  
228 to the cargo or where permitted in lines 257 to 258 hereunder, the hire is to be suspended from the time  
229 of her deviating or putting back until she is again in the same or equidistant position from the destination  
230 and the voyage resumed therefrom. All bunkers used by the Vessel while off hire shall be for the Owners'  
231 account. In the event of the Vessel being driven into port or to anchorage through stress of weather,  
232 trading to shallow harbors or to rivers or ports with bars, any detention of the Vessel and/or expenses  
234 resulting from such detention shall be for the Charterers' account. If upon the voyage the speed be  
235 reduced by defect in, or breakdown of, any part of her hull, machinery or equipment, the time so lost, and  
236 the cost of any extra bunkers consumed in consequence thereof, and all extra proven expenses may be  
237 deducted from the hire.

238 **18. Sublet**

238 Unless otherwise agreed, the Charterers shall have the liberty to sublet the Vessel for all or any part of  
239 the time covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this  
240 Charter Party.

241 **19. Drydocking**

242 The Vessel was last drydocked .....

243 \*(a) The Owners shall have the option to place the Vessel in drydock during the currency of this Charter  
244 at a convenient time and place, to be mutually agreed upon between the Owners and the Charterers, for  
245 bottom cleaning and painting and/or repair as required by class or dictated by circumstances.

246 \*(b) Except in case of emergency no drydocking shall take place during the currency of this Charter  
247 Party.

248 \* *Delete as appropriate*

249 **20. Total Loss**

250 Should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or  
251 being last heard of) shall be returned to the Charterers at once.

252 **21. Exceptions**

253 The act of God, enemies, fire, restraint of princes, rulers and people, and all dangers and accidents of the  
254 seas, rivers, machinery, boilers, and navigation, and errors of navigation throughout this Charter, always  
255 mutually excepted.

256 **22. Liberties**

257 The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels  
258 in distress, and to deviate for the purpose of saving life and property.

259 **23. Liens**

260 The Owners shall have a lien upon all cargoes and all sub-freights and/or sub-hire for any amounts due  
261 under this Charter Party, including general average contributions, and the Charterers shall have a lien on  
262 the Vessel for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be  
263 returned at once.

264 The Charterers will not directly or indirectly suffer, nor permit to be continued, any lien or encumbrance,  
265 which might have priority over the title and interest of the Owners in the Vessel. The Charterers  
266 undertake that during the period of this Charter Party, they will not procure any supplies or necessaries  
267 or services, including any port expenses and bunkers, on the credit of the Owners or in the Owners' time.

268 **24. Salvage**

269 All derelicts and salvage shall be for the Owners' and the Charterers' equal benefit after deducting  
270 Owners' and Charterers' expenses and crew's proportion.

271 **25. General Average**

272 General average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any

273 subsequent modification thereof, in ..... and settled in .....  
274 currency.

275 The Charterers shall procure that all bills of lading issued during the currency of the Charter Party will  
276 contain a provision to the effect that general average shall be adjusted according to York-Antwerp Rules  
277 1974, as amended 1990, or any subsequent modification thereof and will include the "New Jason  
278 Clause" as per Clause 31.

279 Time charter hire shall not contribute to general average.

280 **26. Navigation**

281 Nothing herein stated is to be construed as a demise of the Vessel to the Time Charterers. The Owners  
282 shall remain responsible for the navigation of the Vessel, acts of pilots and tug boats, insurance, crew,  
283 and all other matters, same as when trading for their own account.

284 **27. Cargo Claims**

285 Cargo claims as between the Owners and Charterers shall be settled in accordance with the Inter-Club  
286 New York Produce Exchange Agreement of February 1970, as amended May, 1984, or any subsequent  
287 modification or replacement thereof.

288 **28. Cargo Gear and Lights**

289 The Owners shall maintain the cargo handling gear of the Vessel, which is as follows: .....  
290 .....  
291 .....  
292 .....  
293 providing gear (for all derricks or cranes) capable of lifting capacity as described. The Owners shall also  
294 provide on the Vessel for night work lights as on board, but all additional lights over those on board shall  
295 be at the Charterers' expense. The Charterers shall have the use of any gear on board the Vessel. If  
296 required by the Charterers, the Vessel shall work night and day and all cargo handling gear shall be at the  
297 Charterers' disposal during loading and discharging. In the event of disabled cargo handling gear, or  
298 insufficient power to operate the same, the Vessel is to be considered to be off hire to the extent that  
299 time is actually lost to the Charterers and the Owners to pay stevedore stand-by charges occasioned  
300 thereby, unless such disablement or insufficiency of power is caused by the Charterers' stevedores. If  
301 required by the Charterers, the Owners shall bear the cost of hiring shore gear in lieu thereof, in which  
302 case the Vessel shall remain on hire.

303 **29. Crew Overtime**

304 In lieu of any overtime payments to officers and crew for work ordered by the Charterers or their agents,  
305 the Charterers shall pay the Owners, concurrently with the hire ..... per month  
306 or pro rata.

307 **30. Bills of Lading**

308 (a) The Master shall sign the bills of lading or waybills for cargo as presented in conformity with mates  
309 or tally clerk's receipts. However, the Charterers may sign bills of lading or waybills on behalf of the  
310 Master, with the Owner's prior written authority, always in conformity with mates or tally clerk's receipts.

311 (b) All bills of lading or waybills shall be without prejudice to this Charter Party and the Charterers shall  
312 indemnify the Owners against all consequences or liabilities which may arise from any inconsistency  
313 between this Charter Party and any bills of lading or waybills signed by the Charterers or by the Master  
314 at their request.

315 (c) Bills of lading covering deck cargo shall be claused: "Shipped on deck at Charterers', Shippers' and  
316 Receivers' risk, expense and responsibility, without liability on the part of the Vessel, or her Owners for  
317 any loss, damage, expense or delay howsoever caused."

### 318 31. Protective Clauses

319 This Charter Party is subject to the following clauses all of which are also to be included in all bills of  
320 lading or waybills issued hereunder:

#### 321 (a) CLAUSE PARAMOUNT

322 "This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the  
323 United States, the Hague Rules, or the Hague-Visby Rules, as applicable, or such other similar national  
324 legislation as may mandatorily apply by virtue of origin or destination of the bills of lading, which shall  
325 be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the

326 carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said  
327 applicable Act. If any term of this bill of lading be repugnant to said applicable Act to any extent, such  
328 term shall be void to that extent, but no further."

329 and

#### 330 BOTH-TO-BLAME COLLISION CLAUSE

331 "If the ship comes into collision with another ship as a result of the negligence of the other ship and any  
332 act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in  
333 the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against  
334 all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents  
335 loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other  
336 or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the  
337 other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.

338 The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or  
339 objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or  
340 contact."

341 and

#### 342 NEW JASON CLAUSE

343 "In the event of accident, danger, damage or disaster before or after the commencement of the voyage  
344 resulting from any cause whatsoever, whether due to negligence or not, for which, or for the  
345 consequences of which, the carrier is not responsible, by statute, contract, or otherwise, the goods,  
346 shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the  
347 payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred,  
348 and shall pay salvage and special charges incurred in respect of the goods.

349 If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if salving ship  
350 or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover  
351 the estimated contribution of the goods and any salvage and special charges thereon shall, if required,  
352 be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery."

353 and

354 U.S. TRADE - DRUG CLAUSE

355 "In pursuance of the provisions of the U.S. Anti Drug Abuse Act 1986 or any re-enactment thereof, the  
356 Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested  
357 narcotic drugs and marijuana to be loaded or concealed on board the Vessel.

358 Non-compliance with the provisions of this clause shall amount to breach of warranty for consequences  
359 of which the Charterers shall be liable and shall hold the Owners, the Master and the crew of the Vessel  
360 harmless and shall keep them indemnified against all claims whatsoever which may arise and be made  
361 against them individually or jointly. Furthermore, all time lost and all expenses incurred, including fines,  
362 as a result of the Charterers' breach of the provisions of this clause shall be for the Charterer's account  
363 and the Vessel shall remain on hire.

364 Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this  
365 clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable  
366 time the Vessel is released and at their expense put up the bails to secure release of the Vessel.

367 The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the  
368 event that unmanifested narcotic drugs and marijuana are found in the possession or effects of the  
369 Vessel's personnel."

370 and

371 (e) WAR CLAUSES

372 "(i) No contraband of war shall be shipped. The Vessel shall not be required, without the consent of the  
373 Owners, which shall not be unreasonably withheld, to enter any port or zone which is involved in a state  
374 of war, warlike operations, or hostilities, civil strife, insurrection or piracy whether there be a declaration  
375 of war or not, where the Vessel, cargo or crew might reasonably be expected to be subject to capture,  
376 seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de  
377 facto authority or any purported governmental organization maintaining naval, military or air forces).

378 (ii) If such consent is given by the Owners, the Charterers will pay the provable additional cost of insuring  
379 the Vessel against hull war risks in an amount equal to the value under her ordinary hull policy but not  
380 exceeding a valuation of ..... In addition, the Owners may purchase and the  
381 Charterers will pay for war risk insurance on ancillary risks such as loss of hire, freight disbursements,  
382 total loss, blocking and trapping, etc. If such insurance is not obtainable commercially or through a  
383 government program, the Vessel shall not be required to enter or remain at any such port or zone.

384 (iii) In the event of the existence of the conditions described in (i) subsequent to the date of this Charter,  
385 or while the Vessel is on hire under this Charter, the Charterers shall, in respect of voyages to any such  
386 port or zone assume the provable additional cost of wages and insurance properly incurred in connection  
387 with master, officers and crew as a consequence of such war, warlike operations or hostilities.

388 (iv) Any war bonus to officers and crew due to the Vessel's trading or cargo carried shall be for the  
389 Charterers' account."

390 32. War Cancellation

391 In the event of the outbreak of war (whether there be a declaration of war or not) between any two or  
392 more of the following countries: .....  
393 .....  
394 .....

395 .....  
396 either the Owners or the Charterers may cancel this Charter Party. Whereupon, the Charterers shall  
397 redeliver the Vessel to the Owners in accordance with Clause 10; if she has cargo on board, after  
398 discharge thereof at destination, or, if debarred under this Clause from reaching or entering it, at a near  
399 open and safe port as directed by the Owners; or, if she has no cargo on board, at the port at which she  
400 then is; or, if at sea, at a near open and safe port as directed by the Owners. In all cases hire shall  
401 continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this  
402 Charter Party shall apply until redelivery.

403 **33. Ice**

404 The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area  
405 where lights or lightships have been or are about to be withdrawn by reason of ice, nor where there is  
406 risk that in the ordinary course of things the Vessel will not be able on account of ice to safely enter and  
407 remain in the port or area or to get out after having completed loading or discharging. Subject to the  
408 Owners' prior approval the Vessel is to follow ice-breakers when reasonably required with regard to her  
409 size, construction and ice class.

410 **34. Requisition**

411 Should the Vessel be requisitioned by the government of the Vessel's flag during the period of this Charter  
412 Party, the Vessel shall be deemed to be off hire during the period of such requisition, and any hire paid  
413 by the said government in respect of such requisition period shall be retained by the Owners. The period  
414 during which the Vessel is on requisition to the said government shall count as part of the period provided  
415 for in this Charter Party.

416 If the period of requisition exceeds ..... months, either party shall have the option  
417 of cancelling this Charter Party and no consequential claim may be made by either party.

418 **35. Stevedore Damage**

419 Notwithstanding anything contained herein to the contrary, the Charterers shall pay for any and all  
420 damage to the Vessel caused by stevedores provided the Master has notified the Charterers and/or their  
421 agents in writing as soon as practical but not later than 48 hours after any damage is discovered. Such  
422 notice to specify the damage in detail and to invite Charterers to appoint a surveyor to assess the extent  
423 of such damage.

424 (a) In case of any and all damage(s) affecting the Vessel's seaworthiness and/or the safety of the crew  
425 and/or affecting the trading capabilities of the Vessel, the Charterers shall immediately arrange for repairs  
426 of such damage(s) at their expense and the Vessel is to remain on hire until such repairs are completed  
427 and if required passed by the Vessel's classification society.

428 (b) Any and all damage(s) not described under point (a) above shall be repaired at the Charterers' option,  
429 before or after redelivery concurrently with the Owners' work. In such case no hire and/or expenses will  
430 be paid to the Owners except and insofar as the time and/or the expenses required for the repairs for  
431 which the Charterers are responsible, exceed the time and/or expenses necessary to carry out the  
432 Owners' work.

433 **36. Cleaning of Holds**

434 The Charterers shall provide and pay extra for sweeping and/or washing and/or cleaning of holds between  
435 voyages and/or between cargoes provided such work can be undertaken by the crew and is permitted by  
436 local regulations, at the rate of ..... per hold.

437 In connection with any such operation, the Owners shall not be responsible if the Vessel's holds are not  
438 accepted or passed by the port or any other authority. The Charterers shall have the option to re-deliver  
439 the Vessel with unclean/unswept holds against a lumpsum payment of ..... in lieu of cleaning.

440 **37. Taxes**

441 Charterers to pay all local, State, National taxes and/or dues assessed on the Vessel or the Owners  
442 resulting from the Charterers' orders herein, whether assessed during or after the currency of this Charter  
443 Party including any taxes and/or dues on cargo and/or freights and/or sub-freights and/or hire (excluding  
444 taxes levied by the country of the flag of the Vessel or the Owners).

445 **38. Charterers' Colors**

446 The Charterers shall have the privilege of flying their own house flag and painting the Vessel with their  
447 own markings. The Vessel shall be repainted in the Owners' colors before termination of the Charter  
448 Party. Cost and time of painting, maintaining and repainting those changes effected by the Charterers  
449 shall be for the Charterers' account.

450 **39. Laid Up Returns**

451 The Charterers shall have the benefit of any return insurance premium receivable by the Owners from their  
452 underwriters as and when received from underwriters by reason of the Vessel being in port for a minimum  
453 period of 30 days if on full hire for this period or pro rata for the time actually on hire.

454 **40. Documentation**

455 The Owners shall provide any documentation relating to the Vessel that may be required to permit the  
456 Vessel to trade within the agreed trade limits, including, but not limited to certificates of financial  
457 responsibility for oil pollution, provided such oil pollution certificates are obtainable from the Owners'  
458 P & I club, valid international tonnage certificate, Suez and Panama tonnage certificates, valid certificate  
459 of registry and certificates relating to the strength and/or service ability of the Vessel's gear.

460 **41. Stowaways**

461 (a) (i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining  
462 access to the Vessel by means of secreting away in the goods and/or containers shipped by the  
463 Charterers.

464 (ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained  
465 access to the Vessel by means of secreting away in the goods and/or containers shipped by the  
466 Charterers, this shall amount to breach of charter for the consequences of which the Charterers  
467 shall be liable and shall hold the Owners harmless and shall keep them indemnified against all  
468 claims whatsoever which may arise and be made against them. Furthermore, all time lost and all  
469 expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account  
470 and the Vessel shall remain on hire.

471 (iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to  
472 sub-clause (a) (ii) above, the Charterers shall take all reasonable steps to secure that, within a  
473 reasonable time, the Vessel is released and at their expense put up bail to secure release of the  
474 Vessel.

475 (b) (i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained  
476 access to the Vessel by means other than secreting away in the goods and/or containers shipped  
477 by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including  
478 fines, shall be for the Owners' account and the Vessel shall be off hire.

479 (ii) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel  
480 by means other than secreting away in the goods and/or containers shipped by the Charterers,  
481 the Owners shall take all reasonable steps to secure that, within a reasonable time, the Vessel  
482 is released and at their expense put on bail to secure release of the Vessel.

483 **42. Smuggling**

484 In the event of smuggling by the Master, Officers and/or crew, the Owners shall bear the cost of any  
485 fines, taxes, or imposts levied and the Vessel shall be off hire for any time lost as a result thereof.

486 **43. Commissions**

487 A commission of ..... percent is payable by the Vessel and the Owners to .....  
488 .....  
489 .....  
490 .....  
491 on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter.

492 **44. Address Commission**

493 An address Commission of ..... percent is payable to .....  
494 .....  
495 .....  
496 ..... on hire earned and paid under this Charter.

497 **45. Arbitration**

498 (a) NEW YORK  
499 All disputes arising out of this contract shall be arbitrated at New York in the following manner, and  
500 subject to U.S. Law:

501 One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their  
502 decision or that of any two of them shall be final, and for the purpose of enforcing any award, this  
503 agreement may be made a rule of the court. The Arbitrators shall be commercial men, conversant with  
504 shipping matters. Such Arbitration is to be conducted in accordance with the rules of the Society of  
505 Maritime Arbitrators Inc.

506 For disputes where the total amount claimed by either party does not exceed US \$ ..... \*\*  
507 the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society  
508 of Maritime Arbitrators Inc.

509 (b) LONDON

510 All disputes arising out of this contract shall be arbitrated at London and, unless the parties agree

511 forthwith on a single Arbitrator, be referred to the final arbitrament of two Arbitrators carrying on business  
512 in London who shall be members of the Baltic Mercantile & Shipping Exchange and engaged in Shipping,  
513 one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No  
514 award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as  
515 above, unless objection to his action be taken before the award is made. Any dispute arising hereunder  
516 shall be governed by English Law.

517 For disputes where the total amount claimed by either party does not exceed US \$ ..... \*\*  
518 the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime  
519 Arbitrators Association.

520 \*Delete para (a) or (b) as appropriate

521 \*\* Where no figure is supplied in the blank space this provision only shall be void but the other provisions  
522 of this clause shall have full force and remain in effect.

523 If mutually agreed, clauses ..... to ..... , both inclusive, as attached hereto are fully  
524 incorporated in this Charter Party.

*APPENDIX "A"*

525 To Charter Party dated .....

526 Between ..... Owners

527 and ..... Charterers

528 **Further details of the Vessel:**

530

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