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TIME CHARTER New York Produce Exchange Form

November 6th, 1913 - Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946; June 12th, 1981

1 THIS CHARTER PARTY, made and concluded in **sample**.....
2 day of **19**
3 **Owners** between
4 Owners of
5 the good {Steamship/ Motorship}
6 **Description** of of tons gross register, and
7 **of** tons net register, having engines of
8 **Vessel** horsepower and with hull, machinery and equipment in a thoroughly efficient
9 state, and classed of about
10 cubic feet grain/bale capacity
11 , and about
12 long/metric tons deadweight capacity (cargo and
13 bunkers, including fresh water and stores not exceeding
14 long/metric tons) on a salt water draft of on summer
15 freeboard, inclusive of permanent bunkers, which are of the capacity of about
16 long/metric tons of
17 fuel oil and
18 long/metric tons of , and
19 capable of steaming, fully laden, under good weather conditions about
20 knots on a consumption of about
21 long/metric tons of
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23 now
24 and
25 **Charterers**
26 Charterers of the City of
27 The Owners agree to let and the Charterers agree to hire the vessel from the
28 **Duration** time of delivery for about
29
30 within below mentioned trading limits.
31 **Sublet** Charterers shall have liberty to sublet the vessel for all or any part of the
32 time covered by this Charter, but Charterers shall remain responsible for the
33 fulfillment of this Charter.
34 **Delivery** Vessel shall be placed at the disposal of the Charterers
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38 in such dock or at such berth or place (where she may safely lie, always afloat,
39 at all times of tide, except as otherwise provided in Clause 6) as the Charterers
40 may direct. If such dock, berth or place be not available, time shall count as

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46 **Dangerous**
47 **Cargo**
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51 **Cargo**
52 **Exclusions**
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57 **Trading**
58 **Limits**
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64 **Owners**
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66 **Provide**
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70 **Charterers**
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85 **Bunkers**
86 **on**
87 **Delivery**
88 **and**
89 **Redelivery**
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96 **Rate of**
97 **Hire**

provided in Clause 5. Vessel on her delivery shall be ready to receive cargo with clean-swept holds and tight, staunch, strong and in every way fitted for ordinary cargo service, having water ballast and with the sufficient power to operate all cargo-handling gear simultaneously (and with full complement of officers and crew for a vessel of her tonnage), to be employed in carrying lawful merchandise excluding any goods of a dangerous, injurious, flammable or corrosive nature unless carried in accordance with the requirements or recommendations of the proper authorities of the state of the vessel's registry and of the states of ports of shipment and discharge and of any intermediate states or ports through whose waters the vessel must pass. Without prejudice to the generality of the foregoing, in addition the following are specifically excluded: livestock of any description, arms, ammunition, explosives

The vessel shall be employed in such lawful trades between safe ports and places within

..... excluding

as the Charterers or their agents shall direct, on the following conditions:

1. The Owners shall provide and pay for the insurance of the vessel and for all provisions, cabin, deck, engine-room and other necessary stores, including boiler water; shall pay for wages, consular shipping and discharging fees of the crew and charges for port services pertaining to the crew; shall maintain vessel's class and keep her in a thoroughly efficient state in hull, machinery and equipment for and during the service.

2. The Charterers, while the vessel is on hire, shall provide and pay for all the fuel except as otherwise agreed, port charges, pilotages, towages, agencies, commissions, consular charges (except those pertaining to individual crew members or flag of the vessel), and all other usual expenses except those stated in Clause 1, but when the vessel puts into a port for causes for which vessel is responsible, then all such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew shall be for Owners' account. Fumigations ordered because of cargoes carried or ports visited while vessel is employed under this Charter shall be for Charterers' account. All other fumigations shall be for Charterers' account after vessel has been on charter for a continuous period of six months or more.

Charterers shall provide necessary dunnage and shifting boards, also any extra fittings requisite for a special trade or unusual cargo, but Owners shall allow them the use of any dunnage and shifting boards already aboard vessel.

3. The Charterers on delivery, and the Owners on redelivery, shall take over and pay for all fuel and diesel oil remaining on board the vessel as hereunder. The vessel shall be delivered with: long/metric * tons of fuel oil at the price of per ton; tons of diesel oil at the price of per ton. The vessel shall be redelivered with: tons of fuel oil at the price of per ton; tons of diesel oil at the price of per ton

(*Same tons apply throughout this clause)

4. The Charterers shall pay for the use and hire of the said vessel at the rate of daily, or

98 United States Currency
99	per ton on vessel's total deadweight carrying capacity, including bunkers and
100	stores, on summer freeboard, per calendar month,
101	commencing on and from the day of her delivery, as aforesaid, and at and after
102	the same rate for any part of a month; hire shall continue until the hour of the
103	day of her redelivery in like good order and condition, ordinary wear and tear
104	excepted, to the Owners (unless vessel lost) at
105	Notices
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107 unless otherwise mutually agreed.
108	Charterers shall give Owners not less than days notice
109	of vessel's expected date of redelivery and probable port
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111	Hire
112	Payment
113	and
114	Commencement
115 in United States Currency, in funds
116	available to the Owners on the due date, semi-monthly in advance, and for the
117	last half month or part of same the approximate amount of hire, and should
118	same not cover the actual time, hire shall be paid for the balance day by day as
119	it becomes due, if so required by Owners. Failing the punctual and regular
120	payment of the hire, or on any breach of this Charter, the Owners shall be at
121	liberty to withdraw the vessel from the service of the Charterers without pre-
122	judice to any claims they (the Owners) may otherwise have on the Charterers.
123	Time shall count from 7 A.M. on the working day following that on
124	which written notice of readiness has been given to Charterers or their agents
125	before 4 P.M., but if required by Charterers, they shall have the privilege of
126	using vessel at once, in which case the vessel will be on hire from the com-
127	men- cement of work.
128	Cash
129	Advances
130	as required by the Captain, by the Charterers or their agents, subject to 2½
131	percent commission and such advances shall be deducted from the hire. The
132	Charterers, however, shall in no way be responsible for the application of such
133	advances.
134	6. Vessel shall be loaded and discharged in any dock or at any berth or
135	place that Charterers or their agents may direct, provided the vessel can safely
136	lie always afloat at any time of tide, except at such places where it is customary
137	for similar size vessels to safely lie aground.
138	7. The whole reach of the vessel's holds, decks, and usual places of
139	loading (not more than she can reasonably and safely stow and carry), also
140	accommodations for supercargo, if carried, shall be at the Charterers' dis-
141	posal, reserving only proper and sufficient space for ship's officers, crew,
142	tackle, apparel, furniture, provisions, stores and fuel.
143	8. The Captain shall prosecute his voyages with due despatch, and shall
144	render all customary assistance with ship's crew and boats. The Captain
145	(although appointed by the Owners) shall be under the orders and directions of
146	the Charterers as regards employment and agency; and Charterers are to
147	perform all cargo handling at their expense under the supervision of the
148	Captain, who is to sign the bills of lading for cargo as presented in conformity
149	with mate's or tally clerk's receipts. However, at Charterers' option, the Chart-
150	ers or their agents may sign bills of lading on behalf of the Captain always in
151	conformity with mate's or tally clerk's receipts. All bills of lading shall be
152	without prejudice to this Charter and the Charterers shall indemnify the Own-
153	ers against all consequences or liabilities which may arise from any inconsis-
154	tency between this Charter and any bills of lading or waybills signed by the
155	Charterers or their agents or by the Captain at their request.
	9. If the Charterers shall have reason to be dissatisfied with the conduct of

156 **Captain**
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159 **Supercargo**
160 **and**
161 **Meals**
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167 **Sailing**
168 **Orders**
169 **and Logs**
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174 **Ventilation**
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176 **Continuation**
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180 **Cancelling**
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203 **Total**
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206 **Exceptions**
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210 **Liberties**
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213 **Arbitration**
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the Captain or officers, the Owners shall, on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.

10. The Charterers are entitled to appoint a supercargo, who shall accompany the vessel and see that voyages are prosecuted with due despatch. He is to be furnished with free accommodation and same fare as provided for Captain's table, Charterers paying at the rate of per day. Owners shall victual pilots and customs officers, and also, when authorized by Charterers or their agents, shall victual tally clerks, stevedore's foreman, etc., Charterers paying at the rate of per meal for all such victualing.

11. The Charterers shall furnish the Captain from time to time with all requisite instructions and sailing directions, in writing, and the Captain shall keep full and correct deck and engine logs of the voyage or voyages, which are to be patent to the Charterers or their agents, and furnish the Charterers, their agents or supercargo, when required, with a true copy of such deck and engine logs, showing the course of the vessel, distance run and the consumption of fuel.

12. The Captain shall use diligence in caring for the ventilation of the cargo.

13. The Charterers shall have the option of continuing this Charter for a further period of

14. If required by Charterers, time shall not commence before and should vessel not have given written notice of readiness on or before but not later than 4 P.M. Charterers or their agents shall have the option of cancelling this Charterer at any time not later than the day of vessel's readiness.

15. In the event of the loss of time from deficiency and/or default of officers or crew or deficiency of stores, fire, breakdown of, or damages to, hull, machinery or equipment, grounding, detention by average accidents to ship or cargo unless resulting from inherent vice, quality or defect of the cargo, drydocking for the purpose of examination or painting bottom, or by any other similar cause preventing the full working of the vessel, the payment of hire and overtime, if any, shall cease for the time thereby lost. Should the vessel deviate or put back during a voyage, contrary to the orders or directions of the Charterers, for any reason other than accident to the cargo, the hire is to be suspended from the time of her deviating or putting back until she is again in the same or equidistant position from the destination and the voyage resumed therefrom. All fuel used by the vessel while off hire shall be for Owners' account. In the event of the vessel being driven into port or to anchorage through stress of weather, trading to shallow harbors or to rivers or ports with bars, any detention of the vessel and/or expenses resulting from such detention shall be for the Charterers' account. If upon the voyage the speed be reduced by defect in, or breakdown of, any part of her hull, machinery or equipment, the time so lost, and the cost of any extra fuel consumed in consequence thereof, and all extra expenses shall be deducted from the hire.

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

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

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

17. Should any dispute arise between Owners and the Charterers, the matter in dispute shall be referred to three persons at New York, one to be

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Liens

Salvage

General Average

York-Antwerp Rules

Drydocking

Cargo Gear

Stevedore Stand-by

appointed by each of the parties hereto, and the third by the two so chosen; their decision, or that of any two of them, shall be final and for the purpose of enforcing any award this agreement may be made a rule of the Court. The arbitrators shall be commercial men conversant with shipping matters.

18. The Owners shall have a lien upon all cargoes and all sub-freights for any amounts due under this Charter, including general average contributions, and the Charterers shall have a lien on the ship for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once. Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the vessel.

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

General average shall be adjusted, according to York-Antwerp Rules 1974, at such port or place in the United States as may be selected by the Owners and as to matters not provided for by these Rules, according to the laws and usage at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the Owners, must be furnished before delivery of the goods. Such cash deposit as the Owners or their agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Owners before delivery. Such deposit shall, at the option of the Owners, be payable in United States money and remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money.

Charterers shall procure that all bills of lading issued during the currency of the Charter will contain a provision to the effect that general average shall be adjusted according to York-Antwerp Rules 1974 and will include the "New Jason Clause" as per Clause 23.

20. The vessel was last drydocked The Owners shall have the option to place the vessel in drydock during the currency of this Charter at a convenient time and place, to be mutually agreed upon between Owners and Charterers, for bottom cleaning and painting and/or repair as required by class or dictated by circumstances. Payment of hire shall be suspended upon deviation from Charterers' service until vessel is again placed at Charterers' disposal at a point not less favorable to Charterers than when the hire was suspended

21. Owners shall maintain the cargo-handling gear of the ship which is as follows:

providing gear (for all derricks or cranes) capable of lifting capacity as described. Owners shall also provide on the vessel for night work lights as on board, but all additional lights over those on board shall be at Charterers' expense. The Charterers shall have the use of any gear on board the vessel. If required by Charterers, the vessel shall work night and day and all cargo-handling gear shall be at Charterers' disposal during loading and discharging. In the event of disabled cargo-handling gear, or insufficient power to operate the same, the vessel is to be considered to be off hire to the extent that time is actually lost to the Charterers and Owners to pay stevedore stand-by charges

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277 **Crew**
278 **Overtime**
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280 **Clauses**
281 **Paramount**
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293 **New**
294 **Both-**
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296 **Blame**
297 **Collision**
298 **Clause**
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306 **New**
307 **Jason**
308 **Clause**
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320 **War**
321 **Clauses**
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occasioned thereby. If required by the Charterers, the Owners are to bear the cost of hiring shore gear in lieu thereof.

22. In lieu of any overtime payments to officers and crew for work ordered by Charterers or their agents, Charterers shall pay Owners \$ per month or pro rata.

23. The following clause is to be included in all bills of lading issued hereunder:

This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, the Hague Rules, or the Hague-Visby Rules, as applicable, or such other similar national legislation as may mandatorily apply by virtue of origin or destination of the bills of lading, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any its responsibilities or liabilities under said applicable Act. If any term of this bill of lading be repugnant to said applicable Act to any extent, such term shall be void to that extent, but no further.

This Charter is subject to the following clauses all of which are to be included in all bills of lading issued hereunder:

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

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

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

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

(a) No contraband of war shall be shipped. Vessel shall not be required, without the consent of Owners, which shall not be unreasonably withheld, to enter any port or zone which is involved in a state of war, warlike

operations, or hostilities, civil strife, insurrection or piracy whether there be a declaration of war or not, where vessel, cargo or crew might reasonably be expected to be subject to capture, seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de facto authority or any purported governmental organization maintaining naval, military or air forces).

(b) If such consent is given by Owners, Charterers will pay the provable additional cost of insuring vessel against hull war risks in an amount equal to the value under her ordinary hull policy but not exceeding a valuation of In addition, Owners may purchase and Charterers will pay for war risk insurance on ancillary risks such as loss of hire, freight disbursements, total loss, blocking and trapping, etc. If such insurance is not

335 obtainable commercially or through a government program, vessel shall not
336 be required to enter or remain at any such port or zone.
337 (c) In the event of the existence of the conditions described in (a)
338 subsequent to the date of this Charter, or while vessel is on hire under this
339 Charter, Charterers shall, in respect of voyages to any such port or zone
340 assume the provable additional cost of wages and insurance properly incurred
341 in connection with master, officers and crew as a consequence of such war,
342 warlike operations or hostilities.

343 **Ice** 24. The vessel shall not be required to enter or remain in any icebound port
344 or area, nor any port or area where lights or lightships have been or are about
345 to be withdrawn by reason of ice, nor where there is risk that in the ordinary
346 course of things the vessel will not be able on account of ice to safely enter and
347 remain in the port or area or to get out after having completed loading or
348 discharging.

349 **Navigation** 25. Nothing herein stated is to be construed as a demise of the vessel to the
350 Time Charterers. The Owners shall remain responsible for the navigation of the
351 vessel, acts of pilots and tug boats, insurance, crew, and all other similar
352 matters, same as when trading for their own account.

353 **Commissions** 26. A commission of percent is payable by the vessel
354 and Owners to
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356 on hire earned and paid under this Charter, and also upon any continuation or
357 extension of this Charter.

358 **Address** 27. An address commission of percent
359 is payable to
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361 on hire earned and paid under this Charter.

362 **Rider** Rider Clauses as at-
363 tached hereto are incorporated in this Charter.

Rider of Suggested Additional Clauses

(None of these Clauses apply unless expressly agreed during the negotiations and enumerated in line 362)

364 **Extension** 28. If it clearly appears that, despite the exercise of due diligence by
365 **of** Owners, the vessel will not be ready for delivery by the cancelling date, and
366 **Cancelling** provided Owners are able to state with reasonable certainty the date on which
367 the vessel will be ready, they may, at the earliest seven days before the vessel is
368 expected to sail for the port or place of delivery, require Charterers to declare
369 whether or not they will cancel the Charter. Should Charterers elect not to
370 cancel, or should they fail to reply within seven days or by the cancelling date,
371 whichever shall first occur, then the seventh day after the expected date of
372 readiness for delivery as notified by Owners shall replace the original cancel-
373 ling date. Should the vessel be further delayed, Owners shall be entitled to
374 require further declarations of Charterers in accordance with this Clause.

375 **Grace** 29. Where there is failure to make "punctual and regular payment" of hire,
376 **Period** Charterers shall be given by Owners two clear banking days (as recognized at
377 the agreed place of payment) written notice to rectify the failure, and when so
378 rectified within those two days following Owners' notice, the payment shall
379 stand as regular and punctual. Payment received by Owners' bank after the
380 original due date will bear interest at the rate of 0.1 percent per day which shall
381 be payable immediately by Charterers in addition to hire.
382 At any time while hire is outstanding the Owners shall be absolutely
383 entitled to withhold the performance of any and all of their obligations hereun-
384 der and shall have no responsibility whatsoever for any consequences thereof
385 in respect of which the Charterers hereby indemnify the Owners and hire shall
386 continue to accrue and any extra expenses resulting from such withholding
387 shall be for the Charterers' account.

388 **Cargo** 30. Damage to and claims on cargo shall be for Owners' account if caused
389 **Claims** by unseaworthiness of the vessel, but shall be for Charterers' account if

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392 **War**
393 **Cancellation**
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409 **War Bonus**
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411 **Requisition**
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445 **Charterers'**
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450 **Return**

caused by handling and stowage, including slackage. Claims for shortage ex ship shall be shared equally between Owners and Charterers.

31. In the event of the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: The United States of America, the United Kingdom, France, the Union of Soviet Socialist Republics, the People's Republic of China,

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or in the event of the nation under whose flag the vessel sails becoming involved in war (whether there be a declaration of war or not), either the Owners or the Charterers may cancel this Charter. Whereupon the Charterers shall redeliver the vessel to the Owners in accordance with Clause 4; if she has cargo on board, after discharge thereof at destination, or, if debarred under this Clause from reaching or entering it, at a near open and safe port as directed by the Owners; or, if she has no cargo on board, at the port at which she then is; or, if at sea, at a near open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 4 and except as aforesaid all other provisions of this Charter shall apply until redelivery.

32. Any war bonus to officers and crew due to vessel's trading or cargo carried shall be for Charterers' account.

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

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

34. Prior to delivery and redelivery the parties shall each appoint surveyors, for their respective accounts, who shall conduct joint on-hire/off-hire surveys. A single report shall be prepared on each occasion and signed by each surveyor, without prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree. If either party fails to have a representative attend the survey and sign the joint survey report, such party shall nevertheless be bound for all purposes by the findings in any report prepared by the other party. On-hire survey shall be on Charterers' time and off-hire survey on Owners' time.

35. Any damage caused by stevedores during the currency of this Charter shall be reported by Captain to Charterers or their agents, in writing, within 24 hours of the occurrence or as soon as possible thereafter. The Captain shall use his best efforts to obtain written acknowledgement by responsible parties causing damage unless damage should have been made good in the meantime.

Stevedore damages involving seaworthiness shall be repaired without delay to the vessel after each occurrence in Charterers' time and shall be paid for by the Charterers. Other minor repairs shall be done at the same time, but if this is not possible, same shall be repaired while vessel is in drydock in Owners' time, provided this does not interfere with Owners' repair work, or by vessel's crew at Owners' convenience. All costs of such repairs shall be for Charterers' account. Any time spent in repairing stevedore damage shall be for Charterers' account.

Charterers shall pay for stevedore damages whether or not payment has been made by stevedores to Charterers.

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

37. Charterers shall have the benefit of any return insurance premium

451 **Premium**
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454 **Water**
455 **Pollution**
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receivable by Owners from their underwriters as and when received from underwriters by reason of vessel being in port for a minimum period of 30 days if on full hire for this period or pro rata for the time actually on hire.

38. The vessel shall be off hire during any time lost on account of vessel's non-compliance with government and/or state and/or provincial regulations pertaining to water pollution. In cases where vessel calls at a U.S. port, Owners warrant to have secured and carry on board the vessel a Certificate of Financial Responsibility as required under U. S. law.

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