

Form C. Adopted 1913 (Adapted 1982)
APPROVED BALTIMORE BERTH GRAIN CHARTER PARTY STEAMER

1 Description **It is this day Mutually Agreed**, between
2 of Steamer Owners of the Motorvessel
3 Call Sign of built at Of net tons register, or
4 thereabouts, and guaranteed tons of 2,240 lbs per cent more or less capacity, quantity at Master's option,
5 classed highest in Lloyds's Register or equivalent during the currency of this charter party with the following itinerary
6
7
8 Charters and Charterers, that the said vessel being tight, staunch and strong, and in every way
9 fitted for the voyage, in accordance with local and international regulations, shall, with all speed, sail and proceed to
10 Loading Range
11
12
13 Commodities and there load, always afloat, from said Charterers of their Agents, a full and complete cargo, subject to the limits above guaranteed, of WHEAT
14 and/or INDIAN CORN and/or RYE and/or SORGHUM and/or SOYABEANS and/or MEALS and/or PELLETS and/or SEEDS and/or BARLEY
15 and/or OATS in bulk
16 Advice of Master to advise Charterers' agents (telegraphic address "") of vessel's estimated
17 Readiness time of arrival at loading range or port 20 days, 10 days, 6 days and 4 days, prior to estimated arrival. First cable to indicate approximate quantity
18 of cargo required.
19 Loading Master to apply to Charterers' agents (telegraphic address "") for first or only loading port orders 96
20 Port hours before the vessel is due off/at and Charterers' agents are to five first or only loading port orders within
21 Orders 48 hours (Saturdays, Sundays and holidays excepted) of receipt of Master's application, unless given earlier. Orders for subsequent port/s of loading,
22 if used, to be given to the Master latest on the first working day after arrival at the preceding port of loading.
23 Inspection Vessel to load under inspection of National Cargo Bureau, Inc. and a United States Department of Agriculture Grain Inspector/s and/or a
24 Grain Inspector/s holding a license issued by the United States Department of Agriculture pursuant to the U.S. Grain Standards Act, in U.S. ports
25 as required by Charterers, or of the Port Warden and a Grain Inspector employed by the Canada Department of Agriculture and/or a United States
26 Department of Agriculture Grain Inspector/s and/or a Grain Inspector/s holding a license issued by the United States Department of Agriculture
27 pursuant to the U.S. Grain Standards Act, in Canadian ports, as required by Charterers, at her expense, and to comply with their rules, not exceeding
28 what she can reasonably stow and carry over and above her Cabin, Tackle, Provisions, Fuel and Furniture, and being loaded shall therewith proceed
29 Destination with all speed to
30
31
32
33
34
35 as ordered on signing Bills of Lading or as directed by Charterers of their agents as below, and deliver the same, always afloat, agreeable to Bills of
36 Freight Lading, on having been paid freight as follows:
37
38
39
40
41
42 Charterers have the option of ordering the vessel to load at at an increase in the
43 rate/s of freight of per ton of 2,240 lbs or 1,016 kilos on the entire cargo over the highest one port rate used,
44 Charterers have the option of ordering the vessel to discharge at at an increase in the
45 rate/s of freight of per ton of 2,240 lbs or 1,016 kilos on the entire cargo over the highest one port rate used.
46 If the vessel is ordered to more than one port of loading and/or discharge, Charterers to leave the vessel in seaworthy trim to proceed between loading
47 ports, respectively discharging ports. Rotation of loading and discharging ports to be at Charterers' option.
48 Freight Freight to be prepaid in New York in U.S.A. currency on advice of signing Bill/s of Lading on gross Bill/s of Lading quantity/ies, discounties

49	Payment	and non-returnable, ship and/or cargo lost or not lost to
50	Terms
51	
52	
53		Owners to instruct vessel's agents at loading port/s to release Bill/s of Lading immediately upon Charterers' telex advice that freight has been paid.
54		Master or vessel's agents to sign and release Bills of Lading, as presented, without prejudice to this Charter Party.
55	Agents	At loading port/s, Owners to appoint and employ agents as selected by Charterers.
56		At discharging port/s, Owners to appoint and employ agents as selected by Charterers.
57	Stevedores	Stevedores at loading port/s shall be appointed by Charterers and paid by Charterers/Owners.
58		Stevedores at discharging port/s shall be appointed and paid by Charterers/Receivers.
59		However, loading and discharging always to be under the supervision, direction and responsibility of the Master.
60	Time for	Vessel to be loaded within weather working days of 24 consecutive hours, Sundays and holidays excepted, and Saturdays
61	Loading	as per Clause No. 16 expected, and if detained longer, Charterers to pay demurrage at the rate stipulated below, provided such detention shall occur
62		by default of Charterers of their agents.
63	Notice of	Written notification of the vessel's readiness must be delivered at the office of the Charterers or their agents during ordinary office hours
64	Readiness	(Sundays and holidays excluded) at or before 16.00 hours, or at or before 12.00 hours if on Saturday, vessel also having been entered at the Custom
65	at Loading	House and having been granted Free Pratique, accompanied by pass/es of the Inspectors attesting to the fact the vessel is clean and ready in every
66	Port	respect and in all compartments without the use of artificial linings and the laydays will then commence at 7.00 hours on the next business day
67		whether in berth or not.
68	Laydays/	Time for loading, if required by Charterers, not to commence before the day of 19
69	Cancelling	Should the vessel not be passed by National Cargo Bureau/Port Warden and Grain Inspectors as ready for cargo at her loading port before 12.00
70		hours on the day of 19 followed by the presentation of said Inspectors' passes to the
71		Charterers or their agents at their office before said hour, the Charterers or their agents shall at said hour and at any time after, but not later than
72		the presentation of the Inspectors' passes at said office, have the option of cancelling this Charter Party.
73	Discharging	Master to apply to Charterers' agents (telegraphic address "") for first or only discharging
74	Port Orders	port orders 96 hours before the vessel is due off/at and Charterers' agents are to give
75		first or only discharging port orders within 48 hours (Saturdays, Sundays and holidays excepted) or receipt of Master's application, unless given earlier.
76		Orders for subsequent port/s of discharge, if used, to be given to the Master latest on the first working day after arrival at the preceding port
77		of discharge.
78	Demurrage	Demurrage at loading and/or discharging ports, if incurred, to be paid at the rate of
79	Despatch per day or pro rata for part of a day. Despatch money if earned at loading and/or discharging
80		ports to be paid by Owners at half the demurrage rate for laytime saved at loading and/or discharging ports.
81	Shifting	Charterers have the liberty of ordering the vessel to load at a second and third safe wharf or berth or anchorage if required, cost of shifting,
82		including bunker fuel used, to be for Charterers' account, and time used to count as laytime.
83		Charterers/Receivers have the liberty of ordering the vessel to discharge at a second and third safe wharf or berth or anchorage if required,
84		cost of shifting including bunker fuel used, to be for Charterers'/Receivers' account, and time used to count as laytime.
85	Overtime	Overtime to be for the account of the party ordering same, but if overtime is ordered by Port Authority or Elevator same to be for Charterers'
86		account, except officers' and crews' overtime which to be always for Owners' account.
87	Cesser Clause	Charterers' liability under this Charter Party to cease on cargo being shipped.
88	Relet/s	The said Charterers, or their agents, are to have the privilege of transferring this Charter in whole or part of it to others, guaranteeing to the
89		Owners the due fulfillment of this Charter.
90	Cargo Spaces	Cargo to be loaded in unobstructed selftrimming main holds only which are to be fully suitable for grab discharge. With Charterers' permission
91		Owners may load cargo in wing tanks which are to bleed completely into centre holds. All cargo to be spout trimmed only, further trimming, if any,
92		to be for Owners' account and time used not to count as laytime or time on demurrage. If cargo is loaded in wing tanks all extra labour and other
93		costs incurred in loading, discharging and cleaning up such cargo to be for Owners' account and time used not to count as laytime or time on
94		demurrage.
95	Ship's Gear	Irrespective of any Charter Party Clause to the contrary, if required, Master to give free use of the vessel's cranes or winches and derricks and
96		power to drive the gear, runners, ropes and slings as on board, always sufficient to lift five tones at all hatches, and to supply cranemen or winchmen
97		from the crew. If shore regulations do not permit the crew to work cranes or winches, then shore cranemen or winchmen to be employed and same
98		to be for Charterers/Receivers account. Master also to give free use of vessel's lighting as on board, if required for night work. If required by
99		Charterers, Owners to provide valid cargo gear certificate/s.
100	Commission	A commission of two and one half per cent is due on shipment of cargo on Freight, Deadfreight and Demurrage, also on Demurrage at

101 discharge, if incurred, to Charterers, vessel lost or not lost.

102 Bills of Lading It is also mutually agreed that this contract shall be completed and superseded by the signing of Bills of Lading in the form customary for such voyages for grain

103 cargoes, which Bills of Lading shall contain the following clauses:

104 Exceptions 1. It is also mutually agreed that the Carrier shall not be liable for loss or damage occasioned by causes beyond his control, by the perils of the seas or other waters

105 by fire from any cause wheresoever occurring, by barratry of the Master or crew, by enemies, pirates or robbers, by arrest and restraint of Princess, rulers or people, by

106 explosion, bursting of boilers, breakage of shafts or any latent defect in hull, machinery or appurtenances, by collisions, stranding or other accidents of navigation of

107 whatsoever kind (even when occasioned by the negligence, default or error in judgement of the pilot, Master, mariners or other servants of the Shipowner, not resulting,

108 however, in any case, from want of due diligence by the Owners of the vessel or any of them , or by the Ship's Husband or Manager).

109 General 2. General Average shall be payable according to York/Antwerp Rules 1974 in London. Average Bond with values declared therein to be signed, also sufficient

110 Average security to be given as required by Master or agents. If the Owners shall have exercised due diligence to make the vessel in all respect seaworthy and to have her properly

111 manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or error in navigation, or in the management of the

112 vessel, or from any latent defect in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning

113 of the voyage (provided the latent defect or the unseaworthiness was not discoverable by the exercise of due diligence), the consignees or Owners of the cargo shall,

114 nevertheless, pay salvage, and any special charges incurred in respect of the cargo and shall contribute with the Shipowner in General Average to the payment of any

115 sacrifices, losses or expenses of a General Average nature that may be made or incurred for the common benefit, or to relieve the adventure from any common peril,

116 all with the same force and effect, and to the same extent, as if such danger, damage or disaster had not resulted from or been occasioned by faults or errors in navigation

117 or in the management of the vessel, or any latent defect or unseaworthiness.

118 Notice of 3. Provided always that the vessel has complied with the draft restrictions at discharging port/s stipulated in this Charter Party, time to count from the first working

119 Readiness at period on the next business day following vessel's customs clearance and receipt of written notice of readiness during ordinary office hours of Charterers' agents, from

120 Discharging Port 09.00 hours to 17.00 hours from Monday to Friday, unless a holiday, whether in berth or not. Receivers of the cargo are in no case obliged to take delivery at night

121 without their consent.

122 Time for 4. Cargo to be received at destination at the average rate of tons per weather working day of 24 consecutive hours,

123 Discharge Saturdays after 12 noon (Saturdays as per Clause 16), Sundays and holidays until 08.00 next business day excepted, provided vessel can deliver at this rate, and if detained

124 longer, Charterers to pay Demurrage at the rate stipulated provided such detention shall occur by default of Charterers or their agents.

125 Days Purposes 5. Vessel to be loaded and discharged within Weather working days of twenty-four (24) consecutive hours, Saturdays as per Clause No. 16,

126 (delete if not Sundays and holidays until 08.00 next business day excepted, and if detained longer, Charterers to pay demurrage at the rate stipulated, provided such detention shall

127 applicable) occur by default of Charterers or their agents.

128 Lien 6. Vessel to have a lien on the cargo for all freight, deadfreight, demurrage or average.

129 Canadian 7. This Bill of Lading, so far as it relates to the carriage of goods by water shall have effect, subject to the provisions of the Water Carriage of Goods Acts, 1936

130 Clause enacted by the Parliament of the Dominion of Canada, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by

131 Paramount the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant

132 to said Act to any extent, such term shall be void to that extent but no further.

133 USA Clause 8. This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by sea Act of the United States, approved April 16, 1936 which shall

134 Paramount 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

135 of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant to the said Act to any extent, such term shall be void to that extent

136 but no further.

137 P. & I. Oil 9. The vessel shall have the liberty as part of the Contract voyage to proceed to any port or ports at which bunker oil is available for the purpose of bunkering

138 Bunker at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge

139 Clause named in this Charter and may there take oil bunkers in any quantity at the discretion of Owners even to the full capacity of fuel tanks and deep tanks and any other

140 compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.

141 "Centrocon" 10. If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the loading of the cargo,

142 Strike Clause or by reason of obstructions or stoppages beyond the control of the Charterers, on the Railways, or in the Docks, or other loading places, or if the cargo cannot be

143 (Amended) discharged by reason of Riots, Civil Commotions, or of a Strike or Lock-out of any class of workmen essential to the discharge, the time for loading or discharging as the

144 case may be, shall not count during the continuance of such causes, provided that a Strike or Lock-out of the Shippers' and/or Receivers' men shall not prevent demurrage

145 accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the Strike or Lock-out. In case of any delay by reason

146 of the before-mentioned causes, no claim for damages or demurrage shall be made by the Charterers/Receivers of the cargo, or Owners of the vessel. For the purpose,

147 however, of settling dispatch money accounts, any time lost by the vessel through any of the above causes shall be counted as time used in loading and/or discharging

148 as the case may be.

149 "Centrocon" 11. All disputes from time to time arising out of this contract shall, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitrament of

150 Arbitration two Arbitrators carrying on business in London who shall be members of the Baltic and engaged in the Shipping and/or Grain Trades, one to be appointed by each of the

151 Clause parties, with power to such Arbitrators to appoint an Umpire. Any claim must be made in writing and Claimant's arbitrator appointed within nine months of final

152 (Amended) discharge and where this provision is not complied with the claim shall be deemed to be waived and absolutely barred. No award shall be questioned or invalidated on the

153		ground that any of the Arbitrators is not qualified as above unless objection to his acting be taken before the award is made.
154	“Centrocon”	12. Should the vessel be ordered to discharge at a place at which there is not sufficient water for her to get the first tide after arrival without lightening, and lie always afloat, laydays are to count in accordance with Clause 3, after her arrival at a safe anchorage for similar vessels bound for such place and any lighterage incurred to enable her to reach the place of discharge is to be at the expense and risk of the Receiver of the cargo, any custom of the port or place to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the port of discharge is not to count.
155	Lighterage	
156	Clause	
157	(Amended)	
158	War Risks	13. No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the Owners shall discharge the cargo at any other port covered by this Charter Party as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered.
159	Clauses	
160		The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails of any department thereof, or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government or any department thereof, or by the committee or person having, under the terms of the War Risks insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfillment of the Contract voyage and the freight shall be payable accordingly.
161		
162		
163		
164		
165		
166		
167		
168		
169	Both to Blame	14. If the liability for any collision in which the vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America the following clause shall apply:
170	Collision Clause	“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 in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Owners of the said goods, paid or payable by the other or non-carrying ship or her Owners to the Owners of the 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.
171		The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.”
172		and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.
173		
174		
175		
176		
177		
178		
179	General Average	15. General Average shall be payable according to the York/Antwerp Rules 1974 but where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:
180	and The New	
181	Jason Clause	“In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence 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.
182		If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said delving ship or ships belongs 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.”
183		
184		
185		
186		
187		
188	Saturday Clause	16. Notwithstanding any custom of the port to the contrary, Saturday shall not count as laytime at loading and discharging ports where stevedoring labour and/or grain handling facilities are unavailable on Saturday or available at overtime and/or premium rates. In ports where only part of Saturday is affected by such conditions as described above, laytime shall count until the expiration of the last straight time period. Where six or more hours of work are performed at normal rates, Saturday shall count as a full lay day.
189		
190		
191		
192	Car Decks	17. If the vessel is fitted with car decks, the car decks are to be hoisted or removed from the vessel’s holds prior to tendering of Notice of Readiness. It is also understood that if this vessel is fitted with car decks, any extra expenses and time used in loading and/or discharging and/or cleaning up as the result of the presence of car decks are to be for Owners’ account and any time lost is not to count as laytime or time on demurrage.
193		
194		
195	Extra Insurance	18. Any extra insurance incurred owing to vessel’s age, flag, class, or Ownership to be for Owners’ account.
196	Hatches	19. At loading and discharging port or ports all opening and closing of hatches and removal and replacing of beams to be for Owners’ account.
197	Congestion	20. If the vessel is ordered to discharge at Avonmouth or Glasgow or Hull or Tilbury and is unable to berth immediately upon arrival on account of congestion, the vessel shall be permitted to present notice of readiness in accordance with Clause No.3 at the anchorage at Walton Bay or Tail-of-the-Bank or Spurnhead or Southend respectively, and laytime to count accordingly, but time from berth becoming available in Avonmouth or Glassgow or Hull or Tibury respectively until vessel’s arrival in the berth is not to count as laytime.
198		
199		
200		
201	Certificates	21. Owners warrant that the vessel is in all respects eligible for trading to the ports, places or countries specified in this Charter Party and that at all necessary times vessel and/or Owners shall have all valid certificates, records and other documents required for such trade.
202		
203		
204		It is understood that Clauses Nos. 1 to Inclusive

205
206

are Incorporated in this Charter Party as far as applicable.

This Charter Party is a computer generated copy of the "**BALTIMORE**" form printed by authority of the Association of Ship Brokers & Agents (USA), Inc., using software which is copyright. Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the preprinted text of this document which is not clearly visible, the text of the original **BALTIMORE** approved document shall apply. The Association of Ship Brokers and Agents (USA), Inc. assume no responsibility for any loss or damage caused as a result of discrepancies between the original approved document and this document.

www.cpeditor.com <<http://www.cpeditor.com/>>
www.itmarine.com <<http://www.itmarine.com/>>