



# TIME CHARTER

## New York Produce Exchange Form

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

	THIS CHARTER PARTY, made and concluded in .....	1
	..... day of ..... 19 .....	2
<b>Owners</b>	between .....	3
	..... Owners of	4
	the good ..... Steamship/Motorship .....	5
<b>Description of Vessel</b>	of ..... of ..... tons gross register, and	6
	..... tons net register, having engines of .....	7
	horsepower and with hull, machinery and equipment in a thoroughly efficient	8
	state, and classed .....	9
	..... cubic feet grain/bale capacity .....	10
	....., and about	11
	..... long/metric tons deadweight capacity (cargo and	12
	bunkers, including fresh water and stores not exceeding .....	13
	long/metric tons) on a salt water draft of .....	14
	on summer freeboard, inclusive of permanent bunkers, which are of the capacity of about	15
	..... long/metric tons of	16
	..... fuel oil and .....	17
	long/metric tons of .....	18
	and capable of steaming, fully laden, under good weather conditions about	19
	..... knots on a consumption of about .....	20
	long/metric tons of .....	21
	.....	22
	now .....	23
	..... and	24
<b>Charterers</b>	.....	25
	..... Charterers of the City of .....	26
	The Owners agree to let and the Charterers agree to hire the vessel from the	27
<b>Duration</b>	time of delivery for about .....	28
	.....	29
	..... within below mentioned trading limits.	30
<b>Sublet</b>	Charterers shall have liberty to sublet the vessel for all or any part of the	31
	time covered by this Charter, but Charterers shall remain responsible for the	32
	fulfillment of this Charter.	33
<b>Delivery</b>	Vessel shall be placed at the disposal of the Charterers .....	34
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	.....	37
	in such dock or at such berth or place (where she may safely lie, always afloat,	38
	at all times of tide, except as otherwise provided in Clause 6) as the Charterers	39
	may direct. If such dock, berth or place be not available, time shall count as	40
	provided in Clause 5. Vessel on her delivery shall be ready to receive cargo with	41
	clean-swept holds and tight, staunch, strong and in every way fitted for ordi-	42
	nary cargo service, having water ballast and with sufficient power to operate all	43
	cargo-handling gear simultaneously (and with full complement of officers and	44
	crew for a vessel of her tonnage), to be employed in carrying lawful merchan-	45
	dise excluding any goods of a dangerous, injurious, flammable or corrosive	46
<b>Dangerous Cargo</b>	nature unless carried in accordance with the requirements or recom-	47
	mendations of the proper authorities of the state of the vessel's registry and of	48
	the states of ports of shipment and discharge and of any intermediate states or	49
	ports through whose waters the vessel must pass. Without prejudice to the	50
<b>Cargo Exclusions</b>	generality of the foregoing, in addition the following are specifically excluded:	51
	livestock of any description, arms, ammunition, explosives .....	52
	.....	53
	.....	54
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	.....	56

<b>Trading Limits</b>	The vessel shall be employed in such lawful trades between safe ports and places within .....	57
	..... excluding .....	58
	.....	59
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	.....	62
	as the Charterers or their agents shall direct, on the following conditions:	63
<b>Owners to Provide</b>	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.	64
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<b>Charterers to Provide</b>	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.	70
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	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.	81
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<b>Bunkers on Delivery and Redelivery</b>	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: .....	85
	long/metric* tons of fuel oil at the price of ..... per ton;	86
	..... tons of diesel oil at the price of .....	87
	per ton. The vessel shall be redelivered with: .....	88
	tons of fuel oil at the price of ..... per ton; .....	89
	..... tons of diesel oil at the price of ..... per ton	90
	.....	91
	.....	92
	.....	93
	.....	94
	(*Same tons apply throughout this clause)	95
<b>Rate of Hire</b>	4. The Charterers shall pay for the use and hire of the said vessel at the rate of .....	96
	..... daily, or	97
	..... United States Currency	98
	per ton on vessel's total deadweight carrying capacity, including bunkers and stores, on .....	99
	summer freeboard, per calendar month, commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part of a month; hire shall continue until the hour of the day of her redelivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless vessel lost) at.....	100
<b>Redelivery Areas and Notices</b>	.....	101
	.....	102
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	.....	106
	..... unless otherwise mutually agreed.	107
	Charterers shall give Owners not less than ..... days notice	108
	of vessel's expected date of redelivery and probable port .....	109
	.....	110
<b>Hire Payment and Commencement</b>	5. Payment of hire shall be made so as to be received by Owners or their designated payee in New York, i.e. ....	111
	.....	112
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	..... in United States Currency, in funds	115
	available to the Owners on the due date, semi-monthly in advance, and for the last half month or part of same the approximate amount of hire, and should same not cover the actual time, hire shall be paid for the balance day by day as it becomes due, if so required by Owners. Failing the punctual and regular payment of the hire, or on any breach of this Charter, the Owners shall be at liberty to withdraw the vessel from the service of the Charterers without pre-	116
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	judice to any claims they (the Owners) may otherwise have on the Charterers.	122
	Time shall count from 7 A.M. on the working day following that on which written notice of readiness has been given to Charterers or their agents before 4 P.M., but if required by Charterers, they shall have the privilege of using vessel at once, in which case the vessel will be on hire from the commencement of work.	123 124 125 126 127
<b>Cash Advances</b>	Cash for vessel's ordinary disbursements at any port may be advanced, as required by the Captain, by the Charterers or their agents, subject to 2 1/2 percent commission and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances.	128 129 130 131 132
<b>Berths</b>	6. Vessel shall be loaded and discharged in any dock or at any berth or place that Charterers or their agents may direct, provided the vessel can safely lie always afloat at any time of tide, except at such places where it is customary for similar size vessels to safely lie aground.	133 134 135 136
<b>Spaces Available</b>	7. The whole reach of the vessel's holds, decks, and usual places of loading (not more than she can reasonably and safely stow and carry), also accommodations for supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for ship's officers, crew, tackle, apparel, furniture, provisions, stores and fuel.	137 138 139 140 141
<b>Prosecution of Voyages</b>	8. The Captain shall prosecute his voyages with due despatch, and shall render all customary assistance with ship's crew and boats. The Captain (although appointed by the Owners) shall be under the orders and directions of the Charterers as regards employment and agency; and Charterers are to perform all cargo handling at their expense under the supervision of the Captain, who is to sign the bills of lading for cargo as presented in conformity with mate's or tally clerk's receipts. However, at Charterers' option, the Charterers or their agents may sign bills of lading on behalf of the Captain always in conformity with mate's or tally clerk's receipts. All bills of lading shall be without prejudice to this Charter and the Charterers shall indemnify the Owners against all consequences or liabilities which may arise from any inconsistency between this Charter and any bills of lading or waybills signed by the Charterers or their agents or by the Captain at their request.	142 143 144 145 146 147 148 149 150 151 152 153 154
<b>Bills of Lading</b>	9. If the Charterers shall have reason to be dissatisfied with the conduct of 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.	155 156 157 158
<b>Supercargo and Meals</b>	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.	159 160 161 162 163 164 165 166
<b>Sailing Orders and Logs</b>	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.	167 168 169 170 171 172 173
<b>Ventilation</b>	12. The Captain shall use diligence in caring for the ventilation of the cargo.	174 175
<b>Continuation</b>	13. The Charterers shall have the option of continuing this Charter for a further period of .....	176 177 178
<b>Laydays/ Cancellling</b>	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 Charter at any time not later than the day of vessel's readiness.	179 180 181 182 183
<b>Off Hire</b>	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	184 185 186

	cargo unless resulting from inherent vice, quality or defect of the cargo,	187
	drydocking for the purpose of examination or painting bottom, or by any other	188
	similar cause preventing the full working of the vessel, the payment of hire and	189
	overtime, if any, shall cease for the time thereby lost. Should the vessel deviate	190
	or put back during a voyage, contrary to the orders or directions of the	191
	Charterers, for any reason other than accident to the cargo, the hire is to be	192
	suspended from the time of her deviating or putting back until she is again in	193
	the same or equidistant position from the destination and the voyage resumed	194
	therefrom. All fuel used by the vessel while off hire shall be for Owners'	195
	account. In the event of the vessel being driven into port or to anchorage	196
	through stress of weather, trading to shallow harbors or to rivers or ports with	197
	bars, any detention of the vessel and/or expenses resulting from such detention	198
	shall be for the Charterers' account. If upon the voyage the speed be	199
	reduced by defect in, or breakdown of, any part of her hull, machinery or	200
	equipment, the time so lost, and the cost of any extra fuel consumed in	201
	consequence thereof, and all extra expenses shall be deducted from the hire.	202
<b>Total</b>	16. Should the vessel be lost, money paid in advance and not earned	203
<b>Loss</b>	(reckoning from the date of loss or being last heard of) shall be returned to the	204
	Charterers at once.	205
<b>Exceptions</b>	The act of God, enemies, fire, restraint of princes, rulers and people,	206
	and all dangers and accidents of the seas, rivers, machinery, boilers and steam	207
	navigation, and errors of navigation throughout this Charter, always mutually	208
	excepted.	209
<b>Liberties</b>	The vessel shall have the liberty to sail with or without pilots, to tow and	210
	to be towed, to assist vessels in distress, and to deviate for the purpose of	211
	saving life and property.	212
<b>Arbitration</b>	17. Should any dispute arise between Owners and the Charterers, the	213
	matter in dispute shall be referred to three persons at New York, one to be	214
	appointed by each of the parties hereto, and the third by the two so chosen;	215
	their decision, or that of any two of them, shall be final and for the purpose of	216
	enforcing any award this agreement may be made a rule of the Court. The	217
	arbitrators shall be commercial men conversant with shipping matters.	218
<b>Liens</b>	18. The Owners shall have a lien upon all cargoes and all sub-freights for	219
	any amounts due under this Charter, including general average contributions,	220
	and the Charterers shall have a lien on the ship for all monies paid in advance	221
	and not earned, and any overpaid hire or excess deposit to be returned at once.	222
	Charterers will not suffer, nor permit to be continued, any lien or encumbrance	223
	incurred by them or their agents, which might have priority over the title and	224
	interest of the Owners in the vessel.	225
<b>Salvage</b>	19. All derelicts and salvage shall be for Owners' and Charterers' equal	226
	benefit after deducting Owners' and Charterers' expenses and crew's propor-	227
	tion.	228
<b>General</b>	General average shall be adjusted, according to York-Antwerp Rules	229
<b>Average</b>	1974, at such port or place in the United States as may be selected by the	230
	Owners and as to matters not provided for by these Rules, according to the	231
	laws and usage at the port of New York. In such adjustment disbursements in	232
	foreign currencies shall be exchanged into United States money at the rate	233
	prevailing on the dates made and allowances for damage to cargo claimed in	234
	foreign currency shall be converted at the rate prevailing on the last day of	235
	discharge at the port or place of final discharge of such damaged cargo from	236
	the ship. Average agreement or bond and such additional security, as may be	237
	required by the Owners, must be furnished before delivery of the goods. Such	238
	cash deposit as the Owners or their agents may deem sufficient as additional	239
	security for the contribution of the goods and for any salvage and special	240
	charges thereon, shall, if required, be made by the goods, shippers, consign-	241
	ees or owners of the goods to the Owners before delivery. Such deposit shall,	242
	at the option of the Owners, be payable in United States money and remitted to	243
	the adjuster. When so remitted the deposit shall be held in a special account at	244
	the place of adjustment in the name of the adjuster pending settlement of the	245
	general average and refunds or credit balances, if any, shall be paid in United	246
	States money.	247
<b>York-</b>	Charterers shall procure that all bills of lading issued during the cur-	248
<b>Antwerp</b>	rency of the Charter will contain a provision to the effect that general average	249
<b>Rules</b>	shall be adjusted according to York-Antwerp Rules 1974 and will include the	250
	"New Jason Clause" as per Clause 23.	251

<b>Drydocking</b>	20. The vessel was last drydocked .....	The	252
	Owners shall have the option to place the vessel in drydock during the cur-	rency of this Charter at a convenient time and place, to be mutually agreed	253
	upon between Owners and Charterers, for bottom cleaning and painting	and/or repair as required by class or dictated by circumstances. Payment of	254
	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	255
	than when the hire was suspended .....		256
	.....		257
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	.....		261
<b>Cargo Gear</b>	21. Owners shall maintain the cargo-handling gear of the ship which is as	follows:.....	262
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	.....		265
	providing gear (for all derricks or cranes) capable of lifting capacity as de-	scribed. Owners shall also provide on the vessel for night work lights as on	266
	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	267
	required by Charterers, the vessel shall work night and day and all cargo-	handling gear shall be at Charterers' disposal during loading and discharging.	268
	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	269
<b>Stevedore Stand-by</b>	actually lost to the Charterers and Owners to pay stevedore stand-by charges	occasioned thereby. If required by the Charterers, the Owners are to bear the	270
	cost of hiring shore gear in lieu thereof.		271
	22. In lieu of any overtime payments to officers and crew for work ordered	by Charterers or their agents, Charterers shall pay Owners \$ .....	272
<b>Crew Overtime</b>	per month or pro rata.		273
	23. The following clause is to be included in all bills of lading issued	hereunder:	274
<b>Clauses Paramount</b>	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	275
	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,	276
	which shall be deemed to be incorporated herein and nothing herein con-	tained shall be deemed a surrender by the carrier of any of its rights or	277
	immunities or an increase of any of its responsibilities or liabilities under said	applicable Act. If any term of this bill of lading be repugnant to said applicable	278
	Act to any extent, such term shall be void to that extent, but no further.		279
	This Charter is subject to the following clauses all of which are to be	included in all bills of lading issued hereunder:	280
	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,	281
<b>New Both-to-Blame Collision Clause</b>	mariner, pilot or the servants of the carrier in the navigation or in the manage-	ment of the ship, the owners of the goods carried hereunder will indemnify the	282
	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	283
	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,	284
	recouped or recovered by the other or non-carrying ship or her owners as part	of their claim against the carrying ship or carrier.	285
	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	286
	colliding ships or objects are at fault in respect to a collision or contact.		287
	In the event of accident, danger, damage or disaster before or after	commencement of the voyage resulting from any cause whatsoever, whether	288
<b>New Jason Clause</b>	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, ship-	289
	pers, 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	290
	general average nature that may be made or incurred, and shall pay salvage	and special charges incurred in respect of the goods.	291
	If a salving ship is owned or operated by the carrier, salvage shall be	paid for as fully as if salving ship or ships belonged to strangers. Such deposit	292
	as the carrier or his agents may deem sufficient to cover the estimated con-		293
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	tribution of the goods and any salvage and special charges thereon shall, if	317
	required, be made by the goods, shippers, consignees or owners of the goods	318
	to the carrier before delivery.	319
<b>War</b>	(a) No contraband of war shall be shipped. Vessel shall not be re-	320
<b>Clauses</b>	quired, without the consent of Owners, which shall not be unreasonably	321
	withheld, to enter any port or zone which is involved in a state of war, warlike	322
	operations, or hostilities, civil strife, insurrection or piracy whether there be a	323
	declaration of war or not, where vessel, cargo or crew might reasonably be	324
	expected to be subject to capture, seizure or arrest, or to a hostile act by a	325
	belligerent power (the term "power" meaning any de jure or de facto authority	326
	or any purported governmental organization maintaining naval, military or air	327
	forces).	328
	(b) If such consent is given by Owners, Charterers will pay the provable	329
	additional cost of insuring vessel against hull war risks in an amount equal to	330
	the value under her ordinary hull policy but not exceeding a valuation of	331
	..... In addition, Owners may purchase and Charterers	332
	will pay for war risk insurance on ancillary risks such as loss of hire, freight	333
	disbursements, total loss, blocking and trapping, etc. If such insurance is not	334
	obtainable commercially or through a government program, vessel shall not	335
	be required to enter or remain at any such port or zone.	336
	(c) In the event of the existence of the conditions described in (a)	337
	subsequent to the date of this Charter, or while vessel is on hire under this	338
	Charter, Charterers shall, in respect of voyages to any such port or zone	339
	assume the provable additional cost of wages and insurance properly incurred	340
	in connection with master, officers and crew as a consequence of such war,	341
	warlike operations or hostilities.	342
<b>Ice</b>	24. The vessel shall not be required to enter or remain in any icebound port	343
	or area, nor any port or area where lights or lightships have been or are about	344
	to be withdrawn by reason of ice, nor where there is risk that in the ordinary	345
	course of things the vessel will not be able on account of ice to safely enter and	346
	remain in the port or area or to get out after having completed loading or	347
	discharging.	348
<b>Navigation</b>	25. Nothing herein stated is to be construed as a demise of the vessel to the	349
	Time Charterers. The Owners shall remain responsible for the navigation of the	350
	vessel, acts of pilots and tug boats, insurance, crew, and all other similar	351
	matters, same as when trading for their own account.	352
<b>Commissions</b>	26. A commission of ..... percent is payable by the vessel	353
	and Owners to .....	354
	.....	355
	on hire earned and paid under this Charter, and also upon any continuation or	356
	extension of this Charter.	357
<b>Address</b>	27. An address commission of ..... percent	358
	is payable to .....	359
	.....	360
	on hire earned and paid under this Charter.	361
<b>Rider</b>	Rider Clauses ..... as at-	362
	tached hereto are incorporated in this Charter.	363

## Rider of Suggested Additional Clauses

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

<b>Extension of Cancelling</b>	28. If it clearly appears that, despite the exercise of due diligence by Owners, the vessel will not be ready for delivery by the cancelling date, and provided Owners are able to state with reasonable certainty the date on which the vessel will be ready, they may, at the earliest seven days before the vessel is expected to sail for the port or place of delivery, require Charterers to declare whether or not they will cancel the Charter. Should Charterers elect not to cancel, or should they fail to reply within seven days or by the cancelling date, whichever shall first occur, then the seventh day after the expected date of readiness for delivery as notified by Owners shall replace the original cancelling date. Should the vessel be further delayed, Owners shall be entitled to require further declarations of Charterers in accordance with this Clause.	364 365 366 367 368 369 370 371 372 373 374
<b>Grace Period</b>	29. Where there is failure to make "punctual and regular payment" of hire, Charterers shall be given by Owners two clear banking days (as recognised at the agreed place of payment) written notice to rectify the failure, and when so rectified within those two days following Owners' notice, the payment shall stand as regular and punctual. Payment received by Owners' bank after the original due date will bear interest at the rate of 0.1 percent per day which shall be payable immediately by Charterers in addition to hire. At any time while hire is outstanding the Owners shall be absolutely entitled to withhold the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof in respect of which the Charterers hereby indemnify the Owners and hire shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account.	375 376 377 378 379 380 381 382 383 384 385 386 387
<b>Cargo Claims</b>	30. Damage to and claims on cargo shall be for Owners' account if caused by unseaworthiness of the vessel, but shall be for Charterers' account if caused by handling and stowage, including slackage. Claims for shortage ex ship shall be shared equally between Owners and Charterers.	388 389 390 391
<b>War Cancellation</b>	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, ..... ..... 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.	392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408
<b>War Bonus</b>	32. Any war bonus to officers and crew due to vessel's trading or cargo carried shall be for Charterers' account.	409 410
<b>Requisition</b>	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.	411 412 413 414 415 416 417 418 419
<b>On/Off-hire Survey</b>	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	420 421 422 423

	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.	424 425 426 427 428
<b>Stevedore Damage</b>	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.	429 430 431 432 433 434
	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.	435 436 437 438 439 440 441 442
	Charterers shall pay for stevedore damages whether or not payment has been made by stevedores to Charterers.	443 444
<b>Charterers' Colors</b>	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.	445 446 447 448 449
<b>Return Premium</b>	37. Charterers shall have the benefit of any return insurance premium 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.	450 451 452 453
	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.	454 455 456 457 458