



**BIMCO STANDARD BAREBOAT CHARTER
CODE NAME: "BARECON 2001"**

PART I

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| 1. Shipbroker | | 2. Place and date | |
| 3. Owners/Place of business (Cl. 1) | | 4. Bareboat Charterers/Place of business (Cl. 1) | |
| 5. Vessel's name, call sign and flag (Cl. 1 and 3) | | | |
| 6. Type of Vessel | | 7. GT/NT | |
| 8. When/Where built | | 9. Total DWT (abt.) in metric tons on summer freeboard | |
| 10. Classification Society (Cl. 3) | | 11. Date of last special survey by the Vessel's classification society | |
| 12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) | | | |
| 13. Port or Place of delivery (Cl. 3) | | 14. Time for delivery (Cl. 4) | 15. Cancelling date (Cl. 5) |
| 16. Port or Place of redelivery (Cl. 15) | | 17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) | |
| 18. Running days' notice if other than stated in Cl. 4 | | 19. Frequency of dry-docking (Cl. 10(g)) | |
| 20. Trading limits (Cl. 6) | | | |
| 21. Charter period (Cl. 2) | | 22. Charter hire (Cl. 11) | |
| 23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) | | | |
| 24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV | | 25. Currency and method of payment (Cl. 11) | |

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| 26. Place of payment; also state beneficiary and bank account (Cl. 11) | 27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) |
| 28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) | 29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) |
| 30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(q)) | 31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(q)) |
| 32. Latent defects (only to be filled in if period other than stated in Cl. 3) | 33. Brokerage commission and to whom payable (Cl. 27) |
| 34. Grace period (state number of clear banking days) (Cl. 28) | 35. Dispute Resolution (state 30(a) , 30(b) or 30(c) ; if 30(c) agreed Place of Arbitration <u>must</u> be stated (Cl. 30)) |
| 36. War cancellation (indicate countries agreed) (Cl. 26(f)) | |
| 37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) | 38. Name and place of Builders (only to be filled in if PART III applies) |
| 39. Vessel's Yard Building No. (only to be filled in if PART III applies) | 40. Date of Building Contract (only to be filled in if PART III applies) |
| 41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) b) c) | |
| 42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) | 43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) |
| 44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) | 45. Country of the Underlying Registry (only to be filled in if PART V applies) |
| 46. Number of additional clauses covering special provisions, if agreed | |

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include [PART I](#) and [PART II](#). In the event of a conflict of conditions, the provisions of [PART I](#) shall prevail over those of [PART II](#) to the extent of such conflict but no further. It is further mutually agreed that [PART III](#) and/or [PART IV](#) and/or [PART V](#) shall only apply and only form part of this Charter if expressly agreed and stated in [Boxes 37, 42 and 43](#). If [PART III](#) and/or [PART IV](#) and/or [PART V](#) apply, it is further agreed that in the event of a conflict of conditions, the provisions of [PART I](#) and [PART II](#) shall prevail over those of [PART III](#) and/or [PART IV](#) and/or [PART V](#) to the extent of such conflict but no further.

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| Signature (Owners) | Signature (Charterers) |
|--------------------|------------------------|

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| Charter Period. | 146 | (b) <u>Operation of the Vessel</u> - The Charterers shall at | 219 |
| The Charterers shall also permit the Owners to inspect | 147 | their own expense and by their own procurement man, | 220 |
| the Vessel's log books whenever requested and shall | 148 | victual, navigate, operate, supply, fuel and, whenever | 221 |
| whenever required by the Owners furnish them with full | 149 | required, repair the Vessel during the Charter Period | 222 |
| information regarding any casualties or other accidents | 150 | and they shall pay all charges and expenses of every | 223 |
| or damage to the Vessel. | 151 | kind and nature whatsoever incidental to their use and | 224 |
| 9. Inventories, Oil and Stores | 152 | operation of the Vessel under this Charter, including | 225 |
| A complete inventory of the Vessel's entire equipment, | 153 | annual flag State fees and any foreign general | 226 |
| outfit including spare parts, appliances and of all | 154 | municipality and/or state taxes. The Master, officers | 227 |
| consumable stores on board the Vessel shall be made | 155 | and crew of the Vessel shall be the servants of the Charterers | 228 |
| by the Charterers in conjunction with the Owners on | 156 | for all purposes whatsoever, even if for any reason | 229 |
| delivery and again on redelivery of the Vessel. The | 157 | appointed by the Owners. | 230 |
| Charterers and the Owners, respectively, shall at the | 158 | Charterers shall comply with the regulations regarding | 231 |
| time of delivery and redelivery take over and pay for all | 159 | officers and crew in force in the country of the Vessel's | 232 |
| bunkers, lubricating oil, unbroached provisions, paints, | 160 | flag or any other applicable law. | 233 |
| ropes and other consumable stores (excluding spare | 161 | (c) The Charterers shall keep the Owners and the | 234 |
| parts) in the said Vessel at the then current market prices | 162 | mortgagee(s) advised of the intended employment, | 235 |
| at the ports of delivery and redelivery, respectively. The | 163 | planned dry-docking and major repairs of the Vessel, | 236 |
| Charterers shall ensure that all spare parts listed in the | 164 | as reasonably required. | 237 |
| inventory and used during the Charter Period are | 165 | (d) <u>Flag and Name of Vessel</u> – During the Charter | 238 |
| replaced at their expense prior to redelivery of the | 166 | Period, the Charterers shall have the liberty to paint the | 239 |
| Vessel. | 167 | Vessel in their own colours, install and display their | 240 |
| 10. Maintenance and Operation | 168 | funnel insignia and fly their own house flag. The | 241 |
| (a)(i) <u>Maintenance and Repairs</u> - During the Charter | 169 | Charterers shall also have the liberty, with the Owners' | 242 |
| Period the Vessel shall be in the full possession | 170 | consent, which shall not be unreasonably withheld, to | 243 |
| and at the absolute disposal for all purposes of the | 171 | change the flag and/or the name of the Vessel during | 244 |
| Charterers and under their complete control in | 172 | the Charter Period. Painting and re-painting, instalment | 245 |
| every respect. The Charterers shall maintain the | 173 | and re-instalment, registration and re-registration, if | 246 |
| Vessel, her machinery, boilers, appurtenances and | 174 | required by the Owners, shall be at the Charterers' | 247 |
| spare parts in a good state of repair, in efficient | 175 | expense and time. | 248 |
| operating condition and in accordance with good | 176 | (e) <u>Changes to the Vessel</u> – Subject to Clause 10(a)(ii) , | 249 |
| commercial maintenance practice and, except as | 177 | the Charterers shall make no structural changes in the | 250 |
| provided for in Clause 14(i) , if applicable, at their | 178 | Vessel or changes in the machinery, boilers, appurten- | 251 |
| own expense they shall at all times keep the | 179 | ances or spare parts thereof without in each instance | 252 |
| Vessel's Class fully up to date with the Classification | 180 | first securing the Owners' approval thereof. If the Owners | 253 |
| Society indicated in Box 10 and maintain all other | 181 | so agree, the Charterers shall, if the Owners so require, | 254 |
| necessary certificates in force at all times. | 182 | restore the Vessel to its former condition before the | 255 |
| (ii) <u>New Class and Other Safety Requirements</u> - In the | 183 | termination of this Charter. | 256 |
| event of any improvement, structural changes or | 184 | (f) <u>Use of the Vessel's Outfit, Equipment and</u> | 257 |
| new equipment becoming necessary for the | 185 | <u>Appliances</u> - The Charterers shall have the use of all | 258 |
| continued operation of the Vessel by reason of new | 186 | outfit, equipment, and appliances on board the Vessel | 259 |
| class requirements or by compulsory legislation | 187 | at the time of delivery, provided the same or their | 260 |
| costing (excluding the Charterers' loss of time) | 188 | substantial equivalent shall be returned to the Owners | 261 |
| more than the percentage stated in Box 23 , or if | 189 | on redelivery in the same good order and condition as | 262 |
| Box 23 is left blank, 5 per cent. of the Vessel's | 190 | when received, ordinary wear and tear excepted. The | 263 |
| insurance value as stated in Box 29 , then the | 191 | Charterers shall from time to time during the Charter | 264 |
| extent, if any, to which the rate of hire shall be varied | 192 | Period replace such items of equipment as shall be so | 265 |
| and the ratio in which the cost of compliance shall | 193 | damaged or worn as to be unfit for use. The Charterers | 266 |
| be shared between the parties concerned in order | 194 | are to procure that all repairs to or replacement of any | 267 |
| to achieve a reasonable distribution thereof as | 195 | damaged, worn or lost parts or equipment be effected | 268 |
| between the Owners and the Charterers having | 196 | in such manner (both as regards workmanship and | 269 |
| regard, inter alia, to the length of the period | 197 | quality of materials) as not to diminish the value of the | 270 |
| remaining under this Charter shall, in the absence | 198 | Vessel. The Charterers have the right to fit additional | 271 |
| of agreement, be referred to the dispute resolution | 199 | equipment at their expense and risk but the Charterers | 272 |
| method agreed in Clause 30 . | 200 | shall remove such equipment at the end of the period if | 273 |
| (iii) <u>Financial Security</u> - The Charterers shall maintain | 201 | requested by the Owners. Any equipment including radio | 274 |
| financial security or responsibility in respect of third | 202 | equipment on hire on the Vessel at time of delivery shall | 275 |
| party liabilities as required by any government, | 203 | be kept and maintained by the Charterers and the | 276 |
| including federal, state or municipal or other division | 204 | Charterers shall assume the obligations and liabilities | 277 |
| or authority thereof, to enable the Vessel, without | 205 | of the Owners under any lease contracts in connection | 278 |
| penalty or charge, lawfully to enter, remain at, or | 206 | therewith and shall reimburse the Owners for all | 279 |
| leave any port, place, territorial or contiguous | 207 | expenses incurred in connection therewith, also for any | 280 |
| waters of any country, state or municipality in | 208 | new equipment required in order to comply with radio | 281 |
| performance of this Charter without any delay. This | 209 | regulations. | 282 |
| obligation shall apply whether or not such | 210 | (g) <u>Periodical Dry-Docking</u> - The Charterers shall dry- | 283 |
| requirements have been lawfully imposed by such | 211 | dock the Vessel and clean and paint her underwater | 284 |
| government or division or authority thereof. | 212 | parts whenever the same may be necessary, but not | 285 |
| The Charterers shall make and maintain all arrange- | 213 | less than once during the period stated in Box 19 or, if | 286 |
| ments by bond or otherwise as may be necessary to | 214 | Box 19 has been left blank, every sixty (60) calendar | 287 |
| satisfy such requirements at the Charterers' sole | 215 | months after delivery or such other period as may be | 288 |
| expense and the Charterers shall indemnify the Owners | 216 | required by the Classification Society or flag State. | 289 |
| against all consequences whatsoever (including loss of | 217 | 11. Hire | 290 |
| time) for any failure or inability to do so. | 218 | (a) The Charterers shall pay hire due to the Owners | 291 |
| | | punctually in accordance with the terms of this Charter | 292 |

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| in respect of which time shall be of the essence. | 293 | withheld. Such insurances shall be arranged by the | 366 |
| (b) The Charterers shall pay to the Owners for the hire | 294 | Charterers to protect the interests of both the Owners | 367 |
| of the Vessel a lump sum in the amount indicated in | 295 | and the Charterers and the mortgagee(s) (if any), and | 368 |
| Box 22 which shall be payable not later than every thirty | 296 | The Charterers shall be at liberty to protect under such | 369 |
| (30) running days in advance, the first lump sum being | 297 | insurances the interests of any managers they may | 370 |
| payable on the date and hour of the Vessel's delivery to | 298 | appoint. Insurance policies shall cover the Owners and | 371 |
| the Charterers. Hire shall be paid continuously | 299 | the Charterers according to their respective interests. | 372 |
| throughout the Charter Period. | 300 | Subject to the provisions of the Financial Instrument, if | 373 |
| (c) Payment of hire shall be made in cash without | 301 | any, and the approval of the Owners and the insurers, | 374 |
| discount in the currency and in the manner indicated in | 302 | the Charterers shall effect all insured repairs and shall | 375 |
| Box 25 and at the place mentioned in Box 26 . | 303 | undertake settlement and reimbursement from the | 376 |
| (d) Final payment of hire, if for a period of less than | 304 | insurers of all costs in connection with such repairs as | 377 |
| thirty (30) running days, shall be calculated proportionally | 305 | well as insured charges, expenses and liabilities to the | 378 |
| according to the number of days and hours remaining | 306 | extent of coverage under the insurances herein provided | 379 |
| before redelivery and advance payment to be effected | 307 | for. | 380 |
| accordingly. | 308 | The Charterers also to remain responsible for and to | 381 |
| (e) Should the Vessel be lost or missing, hire shall | 309 | effect repairs and settlement of costs and expenses | 382 |
| cease from the date and time when she was lost or last | 310 | incurred thereby in respect of all other repairs not | 383 |
| heard of. The date upon which the Vessel is to be treated | 311 | covered by the insurances and/or not exceeding any | 384 |
| as lost or missing shall be ten (10) days after the Vessel | 312 | possible franchise(s) or deductibles provided for in the | 385 |
| was last reported or when the Vessel is posted as | 313 | insurances. | 386 |
| missing by Lloyd's, whichever occurs first. Any hire paid | 314 | All time used for repairs under the provisions of sub- | 387 |
| in advance to be adjusted accordingly. | 315 | clause 13(a) and for repairs of latent defects according | 388 |
| (f) Any delay in payment of hire shall entitle the | 316 | to Clause 3(c) above, including any deviation, shall be | 389 |
| Owners to interest at the rate per annum as agreed | 317 | for the Charterers' account. | 390 |
| in Box 24 . If Box 24 has not been filled in, the three months | 318 | (b) If the conditions of the above insurances permit | 391 |
| Interbank offered rate in London (LIBOR or its successor) | 319 | additional insurance to be placed by the parties, such | 392 |
| for the currency stated in Box 25 , as quoted by the British | 320 | cover shall be limited to the amount for each party set | 393 |
| Bankers' Association (BBA) on the date when the hire | 321 | out in Box 30 and Box 31 , respectively. The Owners or | 394 |
| fell due, increased by 2 per cent., shall apply. | 322 | the Charterers as the case may be shall immediately | 395 |
| (g) Payment of interest due under sub-clause 11(f) | 323 | furnish the other party with particulars of any additional | 396 |
| shall be made within seven (7) running days of the date | 324 | insurance effected, including copies of any cover notes | 397 |
| of the Owners' invoice specifying the amount payable | 325 | or policies and the written consent of the insurers of | 398 |
| or, in the absence of an invoice, at the time of the next | 326 | any such required insurance in any case where the | 399 |
| hire payment date. | 327 | consent of such insurers is necessary. | 400 |
| 12. Mortgage | 328 | (c) The Charterers shall upon the request of the | 401 |
| <i>(only to apply if Box 28 has been appropriately filled in)</i> | 329 | Owners, provide information and promptly execute such | 402 |
| *) (a) The Owners warrant that they have not effected | 330 | documents as may be required to enable the Owners to | 403 |
| any mortgage(s) of the Vessel and that they shall not | 331 | comply with the insurance provisions of the Financial | 404 |
| effect any mortgage(s) without the prior consent of the | 332 | Instrument. | 405 |
| Charterers, which shall not be unreasonably withheld. | 333 | (d) Subject to the provisions of the Financial Instru- | 406 |
| *) (b) The Vessel chartered under this Charter is financed | 334 | ment, if any, should the Vessel become an actual, | 407 |
| by a mortgage according to the Financial Instrument. | 335 | constructive, compromised or agreed total loss under | 408 |
| The Charterers undertake to comply, and provide such | 336 | the insurances required under sub-clause 13(a) , all | 409 |
| information and documents to enable the Owners to | 337 | insurance payments for such loss shall be paid to the | 410 |
| comply, with all such instructions or directions in regard | 338 | Owners who shall distribute the moneys between the | 411 |
| to the employment, insurances, operation, repairs and | 339 | Owners and the Charterers according to their respective | 412 |
| maintenance of the Vessel as laid down in the Financial | 340 | interests. The Charterers undertake to notify the Owners | 413 |
| Instrument or as may be directed from time to time during | 341 | and the mortgagee(s), if any, of any occurrences in | 414 |
| the currency of the Charter by the mortgagee(s) in | 342 | consequence of which the Vessel is likely to become a | 415 |
| conformity with the Financial Instrument. The Charterers | 343 | total loss as defined in this Clause. | 416 |
| confirm that, for this purpose, they have acquainted | 344 | (e) The Owners shall upon the request of the | 417 |
| themselves with all relevant terms, conditions and | 345 | Charterers, promptly execute such documents as may | 418 |
| provisions of the Financial Instrument and agree to | 346 | be required to enable the Charterers to abandon the | 419 |
| acknowledge this in writing in any form that may be | 347 | Vessel to insurers and claim a constructive total loss. | 420 |
| required by the mortgagee(s). The Owners warrant that | 348 | (f) For the purpose of insurance coverage against hull | 421 |
| they have not effected any mortgage(s) other than stated | 349 | and machinery and war risks under the provisions of | 422 |
| in Box 28 and that they shall not agree to any | 350 | sub-clause 13(a) , the value of the Vessel is the sum | 423 |
| amendment of the mortgage(s) referred to in Box 28 or | 351 | indicated in Box 29 . | 424 |
| effect any other mortgage(s) without the prior consent | 352 | 14. Insurance, Repairs and Classification | 425 |
| of the Charterers, which shall not be unreasonably | 353 | <i>(Optional, only to apply if expressly agreed and stated</i> | 426 |
| withheld. | 354 | <i>in Box 29, in which event Clause 13 shall be considered</i> | 427 |
| *) (Optional, Clauses 12(a) and 12(b) are alternatives; | 355 | <i>deleted).</i> | 428 |
| <i>indicate alternative agreed in Box 28.</i> | 356 | (a) During the Charter Period the Vessel shall be kept | 429 |
| 13. Insurance and Repairs | 357 | insured by the Owners at their expense against hull and | 430 |
| (a) During the Charter Period the Vessel shall be kept | 358 | machinery and war risks under the form of policy or | 431 |
| insured by the Charterers at their expense against hull | 359 | policies attached hereto. The Owners and/or insurers | 432 |
| and machinery, war and Protection and Indemnity risks | 360 | shall not have any right of recovery or subrogation | 433 |
| (and any risks against which it is compulsory to insure | 361 | against the Charterers on account of loss of or any | 434 |
| for the operation of the Vessel, including maintaining | 362 | damage to the Vessel or her machinery or appurt- | 435 |
| financial security in accordance with sub-clause | 363 | enances covered by such insurance, or on account of | 436 |
| 10(a)(iii)) in such form as the Owners shall in writing | 364 | payments made to discharge claims against or liabilities | 437 |
| approve, which approval shall not be un-reasonably | 365 | of the Vessel or the Owners covered by such insurance. | 438 |
| | | Insurance policies shall cover the Owners and the | 439 |

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| Charterers according to their respective interests. | 440 | | |
| (b) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld. | 441-448 | | |
| (c) In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance. | 449-454 | | |
| (d) The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a) . The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts. | 455-464 | | |
| (e) The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances. | 465-470 | | |
| (f) All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period. The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs. | 471-478 | | |
| (g) If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31 , respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary. | 479-488 | | |
| (h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a) , all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests. | 489-494 | | |
| (i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss. | 495-499 | | |
| (j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss. | 500-503 | | |
| (k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a) , the value of the Vessel is the sum indicated in Box 29 . | 504-507 | | |
| (l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times. | 508-513 | | |
| | | 15. Redelivery | 514 |
| | | At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16 , in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners. The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within the Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply. Subject to the provisions of Clause 10 , the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted. The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17 . | 515-545 |
| | | 16. Non-Lien | 546 |
| | | The 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. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows: "This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever." | 547-559 |
| | | 17. Indemnity | 560 |
| | | (a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail. Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents. | 561-576 |
| | | (b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail. In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention. | 577-586 |

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| 18. Lien | 587 | or thereupon to be frustrated or otherwise terminated | 657 |
| The Owners to have a lien upon all cargoes, sub-hires | 588 | and the Charterers shall continue to pay the stipulated | 658 |
| and sub-freights belonging or due to the Charterers or | 589 | hire in the manner provided by this Charter until the time | 659 |
| any sub-charterers and any Bill of Lading freight for all | 590 | when the Charter would have terminated pursuant to | 660 |
| claims under this Charter, and the Charterers to have a | 591 | any of the provisions hereof always provided however | 661 |
| lien on the Vessel for all moneys paid in advance and | 592 | that in the event of “Requisition for Hire” any Requisition | 662 |
| not earned. | 593 | Hire or compensation received or receivable by the | 663 |
| 19. Salvage | 594 | Owners shall be payable to the Charterers during the | 664 |
| All salvage and towage performed by the Vessel shall | 595 | remainder of the Charter Period or the period of the | 665 |
| be for the Charterers’ benefit and the cost of repairing | 596 | “Requisition for Hire” whichever be the shorter. | 666 |
| damage occasioned thereby shall be borne by the | 597 | (b) In the event of the Owners being deprived of their | 667 |
| Charterers. | 598 | ownership in the Vessel by any Compulsory Acquisition | 668 |
| 20. Wreck Removal | 599 | of the Vessel or requisition for title by any governmental | 669 |
| In the event of the Vessel becoming a wreck or | 600 | or other competent authority (hereinafter referred to as | 670 |
| obstruction to navigation the Charterers shall indemnify | 601 | “Compulsory Acquisition”), then, irrespective of the date | 671 |
| the Owners against any sums whatsoever which the | 602 | during the Charter Period when “Compulsory Acqui- | 672 |
| Owners shall become liable to pay and shall pay in | 603 | sition” may occur, this Charter shall be deemed | 673 |
| consequence of the Vessel becoming a wreck or | 604 | terminated as of the date of such “Compulsory | 674 |
| obstruction to navigation. | 605 | Acquisition”. In such event Charter Hire to be considered | 675 |
| 21. General Average | 606 | as earned and to be paid up to the date and time of | 676 |
| The Owners shall not contribute to General Average. | 607 | such “Compulsory Acquisition”. | 677 |
| 22. Assignment, Sub-Charter and Sale | 608 | 26. War | 678 |
| (a) The Charterers shall not assign this Charter nor | 609 | (a) For the purpose of this Clause, the words “War | 679 |
| sub-charter the Vessel on a bareboat basis except with | 610 | Risks” shall include any war (whether actual or | 680 |
| the prior consent in writing of the Owners, which shall | 611 | threatened), act of war, civil war, hostilities, revolution, | 681 |
| not be unreasonably withheld, and subject to such terms | 612 | rebellion, civil commotion, warlike operations, the laying | 682 |
| and conditions as the Owners shall approve. | 613 | of mines (whether actual or reported), acts of piracy, | 683 |
| (b) The Owners shall not sell the Vessel during the | 614 | acts of terrorists, acts of hostility or malicious damage, | 684 |
| currency of this Charter except with the prior written | 615 | blockades (whether imposed against all vessels or | 685 |
| consent of the Charterers, which shall not be unreason- | 616 | imposed selectively against vessels of certain flags or | 686 |
| ably withheld, and subject to the buyer accepting an | 617 | ownership, or against certain cargoes or crews or | 687 |
| assignment of this Charter. | 618 | otherwise howsoever), by any person, body, terrorist or | 688 |
| 23. Contracts of Carriage | 619 | political group, or the Government of any state | 689 |
| *) (a) The Charterers are to procure that all documents | 620 | whatsoever, which may be dangerous or are likely to be | 690 |
| issued during the Charter Period evidencing the terms | 621 | or to become dangerous to the Vessel, her cargo, crew | 691 |
| and conditions agreed in respect of carriage of goods | 622 | or other persons on board the Vessel. | 692 |
| shall contain a paramount clause incorporating any | 623 | (b) The Vessel, unless the written consent of the | 693 |
| legislation relating to carrier’s liability for cargo | 624 | Owners be first obtained, shall not continue to or go | 694 |
| compulsorily applicable in the trade; if no such legisla- | 625 | through any port, place, area or zone (whether of land | 695 |
| tion exists, the documents shall incorporate the Hague-Visby | 626 | or sea), or any waterway or canal, where it reasonably | 696 |
| Rules. The documents shall also contain the New Jason | 627 | appears that the Vessel, her cargo, crew or other | 697 |
| Clause and the Both-to-Blame Collision Clause. | 628 | persons on board the Vessel, in the reasonable | 698 |
| *) (b) The Charterers are to procure that all passenger | 629 | judgement of the Owners, may be, or are likely to be, | 699 |
| tickets issued during the Charter Period for the carriage | 630 | exposed to War Risks. Should the Vessel be within any | 700 |
| of passengers and their luggage under this Charter shall | 631 | such place as aforesaid, which only becomes danger- | 701 |
| contain a paramount clause incorporating any legisla- | 632 | ous, or is likely to be or to become dangerous, after her | 702 |
| tion relating to carrier’s liability for passengers and their | 633 | entry into it, the Owners shall have the right to require | 703 |
| luggage compulsorily applicable in the trade; if no such | 634 | the Vessel to leave such area. | 704 |
| legislation exists, the passenger tickets shall incorporate | 635 | (c) The Vessel shall not load contraband cargo, or to | 705 |
| the Athens Convention Relating to the Carriage of | 636 | pass through any blockade, whether such blockade be | 706 |
| Passengers and their Luggage by Sea, 1974, and any | 637 | imposed on all vessels, or is imposed selectively in any | 707 |
| protocol thereto. | 638 | way whatsoever against vessels of certain flags or | 708 |
| *) Delete as applicable. | 639 | ownership, or against certain cargoes or crews or | 709 |
| 24. Bank Guarantee | 640 | otherwise howsoever, or to proceed to an area where | 710 |
| <i>(Optional, only to apply if Box 27 filled in)</i> | 641 | she shall be subject, or is likely to be subject to | 711 |
| The Charterers undertake to furnish, before delivery of | 642 | a belligerent’s right of search and/or confiscation. | 712 |
| the Vessel, a first class bank guarantee or bond in the | 643 | (d) If the insurers of the war risks insurance, when | 713 |
| sum and at the place as indicated in Box 27 as guarantee | 644 | Clause 14 is applicable, should require payment of | 714 |
| for full performance of their obligations under this | 645 | premiums and/or calls because, pursuant to the | 715 |
| Charter. | 646 | Charterers’ orders, the Vessel is within, or is due to enter | 716 |
| 25. Requisition/Acquisition | 647 | and remain within, any area or areas which are specified | 717 |
| (a) In the event of the Requisition for Hire of the Vessel | 648 | by such insurers as being subject to additional premiums | 718 |
| by any governmental or other competent authority | 649 | because of War Risks, then such premiums and/or calls | 719 |
| (hereinafter referred to as “Requisition for Hire”) | 650 | shall be reimbursed by the Charterers to the Owners at | 720 |
| irrespective of the date during the Charter Period when | 651 | the same time as the next payment of hire is due. | 721 |
| “Requisition for Hire” may occur and irrespective of the | 652 | (e) The Charterers shall have the liberty: | 722 |
| length thereof and whether or not it be for an indefinite | 653 | (i) to comply with all orders, directions, recommend- | 723 |
| or a limited period of time, and irrespective of whether it | 654 | ations or advice as to departure, arrival, routes, | 724 |
| may or will remain in force for the remainder of the | 655 | sailing in convoy, ports of call, stoppages, | 725 |
| Charter Period, this Charter shall not be deemed thereby | 656 | destinations, discharge of cargo, delivery, or in any | 726 |
| | | other way whatsoever, which are given by the | 727 |
| | | Government of the Nation under whose flag the | 728 |
| | | Vessel sails, or any other Government, body or | 729 |
| | | group whatsoever acting with the power to compel | 730 |

PART II
“BARECON 2001” Standard Bareboat Charter

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|------------------------|--|---|--|--|
| | compliance with their orders or directions; | 731 | written notice to the Charterers, to give the | 804 |
| (ii) | to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance; | 732 733 734 735 | Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice; | 805 806 807 808 809 |
| (iii) | to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement. | 736 737 738 739 740 741 742 743 744 | (iii) the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced. | 810 811 812 813 814 815 |
| (f) | In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36 , both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15 , if the Vessel 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 the Vessel has no cargo on board, at the port at which the Vessel 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 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery. | 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 | (b) Owners' Default If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners. | 816 817 818 819 820 821 822 823 824 |
| 27. Commission | The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33 , the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work. If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission. Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire. | 764 765 766 767 768 769 770 771 772 773 774 775 776 777 | (c) Loss of Vessel This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred. | 825 826 827 828 829 830 831 832 833 834 835 836 |
| | | | (d) Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors. | 837 838 839 840 841 842 843 844 845 |
| 28. Termination | (a) Charterers' Default The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if: | | (e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have. | 846 847 848 849 |
| | (i) the Charterers fail to pay hire in accordance with Clause 11 . However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual. Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice; | | | |
| | (ii) the Charterers fail to comply with the requirements of: | | | |
| | (1) Clause 6 (Trading Restrictions) | 800 | | |
| | (2) Clause 13(a) (Insurance and Repairs) provided that the Owners shall have the option, by | 801 802 803 | | |
| | | | 29. Repossession In the event of the termination of this Charter in accordance with the applicable provisions of Clause 28 , the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29 , the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers. | 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 |
| | | | 30. Dispute Resolution (a) This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to | 870 871 872 873 874 875 876 |

“BARECON 2001” Standard Bareboat Charter

OPTIONAL
PART

PART IV
HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

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|---|--|--|--|
| On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for. | 1 2 3 4 5 6 7 | In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers. | 28 29 30 31 32 33 34 |
| <i>In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.</i> | 8 9 | The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession. | 35 36 37 38 |
| The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter. | 10 11 | The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment. | 39 40 41 |
| The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account. | 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 | The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description. | 42 43 44 45 46 47 48 |
| | | The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place. | 49 50 51 52 53 |

PART V

PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY

(Optional, only to apply if expressly agreed and stated in Box 43)

| | | | |
|---|----|--|----|
| 1. Definitions | 1 | 3. Termination of Charter by Default | 17 |
| For the purpose of this PART V, the following terms shall | 2 | If the Vessel chartered under this Charter is registered | 18 |
| have the meanings hereby assigned to them: | 3 | in a Bareboat Charter Registry as stated in Box 44 , and | 19 |
| <u>“The Bareboat Charter Registry”</u> shall mean the registry | 4 | if the Owners shall default in the payment of any amounts | 20 |
| of the State whose flag the Vessel will fly and in which | 5 | due under the mortgage(s) specified in Box 28 , the | 21 |
| the Charterers are registered as the bareboat charterers | 6 | Charterers shall, if so required by the mortgagee, direct | 22 |
| during the period of the Bareboat Charter. | 7 | the Owners to re-register the Vessel in the Underlying | 23 |
| <u>“The Underlying Registry”</u> shall mean the registry of the | 8 | Registry as shown in Box 45 . | 24 |
| state in which the Owners of the Vessel are registered | 9 | In the event of the Vessel being deleted from the | 25 |
| as Owners and to which jurisdiction and control of the | 10 | Bareboat Charter Registry as stated in Box 44 , due to a | 26 |
| Vessel will revert upon termination of the Bareboat | 11 | default by the Owners in the payment of any amounts | 27 |
| Charter Registration. | 12 | due under the mortgage(s), the Charterers shall have | 28 |
| 2. Mortgage | 13 | the right to terminate this Charter forthwith and without | 29 |
| The Vessel chartered under this Charter is financed by | 14 | prejudice to any other claim they may have against the | 30 |
| a mortgage and the provisions of Clause 12(b) (Part II) | 15 | Owners under this Charter. | 31 |
| shall apply. | 16 | | |