



PART I

THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
 STANDARD BARGE BAREBOAT CHARTER PARTY
 CODE NAME: "BARGEHIRE 94"

1. Shipbroker	2. Place and Date										
3. Owners/Place of business (Cl. 2)	4. Charterers/Place of business (Cl. 2)										
5. Barge's name, Call Sign and Flag (Cl. 1 & 13(c))											
6. Type of Barge	7. GT/NT										
8. When/Where built	9. Total DWT (abt.) in metric tons on summer freeboard										
10. Class (Cl. 13(a))	11. Date of last special survey by the Barge's classification society										
12. Further particulars of Barge											
13. Charter Party period (Cl. 2)	14. Port or Place of delivery (Cl. 3)										
15. Port or Place of redelivery (Cl. 20)	16. Mobilisation/Demobilisation Fee (Currency and method of payment, when and where payable) (Cl. 4)										
17. Initial delivery period (Cl. 6(a))											
18. Delivery period notification schedule (Cl. 6(b)) <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Number of days' notice</td> <td style="width: 40%;">Delivery Period</td> </tr> <tr> <td colspan="2" style="height: 20px;"> </td> </tr> <tr> <td colspan="2" style="height: 20px;"> </td> </tr> <tr> <td colspan="2" style="height: 20px;"> </td> </tr> <tr> <td colspan="2" style="text-align: center;">Delivery Date</td> </tr> </table>	Number of days' notice	Delivery Period							Delivery Date		19. Daily compensation for late delivery (Cl. 7 (a))
	Number of days' notice	Delivery Period									
Delivery Date											
	20. Compensation for late delivery (state lumpsum) (Cl. 7 and Cl. 20)										
	21. State amount per day per ballast engineer (Cl. 14)										
	22. Ballast engineer overtime expenses (state amount per hour per ballast engineer) (Cl. 14)										

23. Trading limits (Cl. 8)	
24. Charter hire (Cl. 15(a))	25. Rate of interest per annum applicable acc. to Cl. 15 (f)
26. Currency and method of payment (Cl. 15(b))	27. Place of payment, also state beneficiary and bank account (Cl. 15(b))
28. Bank guarantee/bond (sum and place) (Cl. 26) (optional)	29. State if Cl. 16(ii) is applicable
30. Insurance (marine and war risks) (state value acc. to Cl. 16(i)(f) or, if applicable, Cl. 16(ii)(f))	31. Additional insurance cover, if any, for Owners' account limited acc. to Cl. 16(i)(f) or, if applicable, Cl. 16(ii)(f)
32. Additional insurance cover, if any, for Charterers' account limited acc. to Cl. 16(i)(f) or, if applicable, Cl. 16(ii)(f)	33. State the amount of franchise(s)/deductibles, if any (Cl. 16(i)(d) or, if applicable (Cl. 16(ii)(d))
34. Brokerage commission and to whom payable (Cl. 29)	
35. Law and Arbitration (state 30(a), 30(b) or 30(c) of Clause 30, as agreed; if 30(c) agreed, also state place of arbitration) (if not filled in, 30(a) shall apply) (Cl. 30) a) _____ State maximum amount for small claims/shortened arbitration (Cl. 30)	36. 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 Party which shall include PART I, including additional clauses, if any agreed and stated in Box 36, 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.

Signature (Owners)	Signature (Charterers)
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"BARGEHIRE 94" Standard Barge Bareboat Charter Party

1. Definitions	1	Charter Party and the Owners shall pay to the Charterers the amount	68
In this Charter Party, the following terms shall have the meanings hereby assigned to them:	2	stated in Box 20.	69
"The Owners" shall mean the person or company registered as the owners and/or disponent owners of the Barge.	3	(c) Unless the late delivery is caused by the Owners' gross negligence or wilful default, the compensation stated in Boxes 19 and 20, respectively, shall be the Charterers' sole financial remedy for damages arising out of the late delivery.	70
"The Charterers" shall mean the bareboat charterers and shall not be construed to mean a time charterer or a voyage charterer.	4		71
"The Barge" shall mean the Barge named in Box 5 and with particulars as specified in Boxes 6 to 12.	5		72
	6	(d) If it appears that the Barge will be delayed beyond seven (7) days after the delivery date, the Owners shall, as soon as they are in position to state with reasonable certainty the day on which the Barge should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling and the option must then be declared within forty-eight (48) hours of the receipt by the Charterers of such notice. If the Charterers do not then exercise their option of cancelling, the revised delivery date stated in the Owners' notice shall be regarded as the new delivery date for the purpose of this Clause.	73
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2. Period of Charter Party	16		
(a) In consideration of the hire detailed in Box 24, the Owners named in Box 3 let and the Charterers named in Box 4 hire the Barge for the period stated in Box 13.	17		
(b) The Charterers shall have the option, on expiry of the period agreed in sub-clause (a), to extend the Charter Party by up to one-third of that period or forty-five (45) days, whichever is the lesser. The Charterers shall give minimum ten (10) days' notice of their intention to use said optional period or part thereof and in such case give a minimum of ten (10) days' notice of redelivery of the Barge.	18		
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3. Delivery	21		
The Barge shall be delivered and taken over by the Charterers at the port or place stated in Box 14.	22		
The Owners undertake that, at delivery, the Barge shall be of the description set out in PART I hereof. The Barge shall be delivered with cargo spaces free of any obstructions with all previous seafastenings removed and shall be properly documented as regards trading certificates, classification and equipment.	23		
The delivery by the Owners of the Barge and the taking over of the Barge by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Barge.	24		
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4. Mobilisation and/or Demobilisation	35		
Any mobilisation and/or demobilisation fee, if applicable, shall be paid as set out in Box 16.	36		
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6. Time for Delivery	48		
(a) The Barge shall be delivered to the Charterers within the period agreed in Box 17.	49		
(b) The delivery period in sub-clause (a) shall be narrowed down by the Charterers in accordance with the delivery period notification schedule as stated in Box 18.	50		
The declared delivery period shall always be within the previous declared delivery period and the number of days' notice shall always be counted from the first day in the declared delivery period.	51		
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7. Cancelling	57		
(a) Should the Barge not be delivered according to Box 18 the Owners shall pay as compensation to the Charterers a daily rate as stated in Box 19 for each day or part thereof counting from 0000 hours on the delivery date until the day and time delivery actually takes place or an amount as stated in Box 20, whichever is the lesser. For the purpose of assessing compensation in accordance with this Clause 7 (a) the delivery date shall, in the event the Owners have given notice in accordance with Clause 7 (d) below and the Charterers have not exercised their option of cancelling, be deemed to be the revised delivery date stated in the Owners' notice.	58		
(b) Should the Barge not be delivered at the latest seven days after the delivery date the Charterers shall have the option of cancelling this	59		
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8. Trading Limits	84		
(a) The Barge shall be employed within its technical capabilities for work in inland, coastal and offshore waters without limit as to national sectors, but always in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 23.	85		
It is expressly understood that the Barge shall be moored in ports or places to lie safely, always afloat at any time of tide.	86		
The Charterers undertake not to employ the Barge or suffer the Barge to be employed otherwise than in conformity with the terms of the instruments of insurance (including any warranties expressed or implied therein) without first obtaining, either by themselves or through the Owners, the consent to such employment of the Barge's insurers and complying with such requirements as to extra premium or otherwise as the insurers may prescribe. The Charterers shall keep the Owners advised of the intended employment of the Barge.	87		
(b) Without the prior written consent of the Owners, the Barge shall not enter any ice-bound ports, places or waters or any ports where lights or lightships have been or are about to be withdrawn by reason of ice or where there is a risk that in the ordinary course of things the Barge will not be able on account of ice to safely enter the port, use the port, or leave after having completed loading or discharging.	88		
(c) Towing of the Barge in tandem, that is by the same tug(s) but together with any other floating object, is not permitted unless the Owners' prior written consent is obtained.	89		
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9. Excluded Cargoes	108		
Notwithstanding any provisions to the contrary in this Charter Party it is agreed that nuclear fuels or radioactive materials or waste shall not be loaded or carried under this Charter Party.	109		
Stone or similar cargo shall not be carried unless the Owners' prior written consent is obtained.	110		
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10. Surveys	114		
(a) The Owners and the Charterers shall appoint a mutually acceptable qualified marine surveyor to determine and provide written reports on the condition of the Barge (including internal inspection of the tank compartments to establish the condition of the bottom of the Barge) together with its equipment, machinery and spares at the times of delivery and redelivery hereunder. It is agreed between the parties hereto that the survey reports shall be taken as conclusive evidence of the condition of the Barge and its equipment on delivery and redelivery.	115		
In the event of damage to the Barge during the Charter Party period, the appointed marine surveyor shall in his off-hire survey report assess the cost for repairing such damage and the time required for such repairs and these figures shall be binding on both parties, except for damage recoverable under the Barge's insurance.	116		
(b) The cost for the on-hire survey and off-hire survey shall be shared equally between the Owners and the Charterers. Loss of time, if any, in connection with the on-hire survey, shall be borne by the Owners. Loss of time, if any, in connection with the off-hire survey, shall be borne by the Charterers, including in each case the cost of any docking and undocking, if required, in connection herewith.	117		
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11. Inventories and Consumable Oil and Stores	134		
A complete inventory of the Barge's entire equipment, outfit, appliances and of all consumable stores onboard the Barge shall be made by the marine surveyor on delivery and again on redelivery. The Charterers and the Owners shall respectively at the time of delivery and redelivery take over all bunkers, lubricating oil, water, paints, oils, ropes and other	135		
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"BARGEHIRE 94" Standard Barge Bareboat Charter Party

consumable stores on board the Barge at the then current market prices	139	insignia and fly their own house flag. Painting and re-painting, instalment	214
at the ports of delivery and redelivery respectively.	140	and re-installment shall be for the Charterers' account and time used	215
		thereby shall count as time on hire.	216
12. Inspection	141	(d) The Charterers shall make no structural changes to the Barge or	217
(a) The Owners shall have the right at any time to inspect or survey the	142	changes in the machinery, appurtenances or spare parts thereof without	218
Barge or instruct a duly authorised surveyor to carry out such survey on	143	in each instance securing the Owners' prior written approval thereof. If the	219
their behalf to ascertain the condition of the Barge and satisfy themselves	144	Owners so approve, the Charterers shall, at their expense and in their time,	220
that the Barge is being properly repaired and maintained.	145	restore the Barge to its former condition before the termination of the	221
(b) The costs for the inspection or survey shall be borne by the Owners	146	Charter Party, if the Owners so require.	222
and the inspection shall not hamper the operation of the Charterers. All	147	(e) The Charterers shall have the use of all outfit, equipment and	223
time in respect of inspection, survey or repairs shall count as time on hire	148	appliances on board the Barge at the time of delivery, provided the same	224
and shall form part of the Charter Party period. The Owners have the right	149	or their substantial equivalent shall be returned to the Owners on	225
to require the Barge to be dry-docked for inspection at normal	150	redelivery in the same good order and condition as when received,	226
classification intervals. The costs of such dry-docking shall be for the	151	ordinary wear and tear excepted. The Charterers shall from time to time	227
account of and in the time of the party responsible for maintaining class	152	during the Charter Party period replace such items of equipment as shall	228
according to Clause 16.	153	be damaged beyond ordinary wear and tear. The Charterers shall procure	229
(c) All incidents occurring to the Barge shall immediately be reported in	154	that all repairs to or replacement of any damaged, worn or lost parts or	230
writing to the Owners and the Charterers shall, whenever required by the	155	equipment be effected in such manner (both as regards workmanship,	231
Owners, furnish them with full information in writing regarding any	156	specification and quality of materials) as not to diminish the value of the	232
casualties or other accidents or damage to the Barge.	157	Barge. The Charterers have the right to fit additional equipment at their	233
		expense and risk but the Charterers shall remove such equipment at the	234
		end of the period at their cost and prior to the redelivery of the Barge,	235
		unless otherwise mutually agreed in advance and in writing. The Barge's	236
		ballast tanks shall be used for ballast water only.	237
13. Maintenance and Operation	158	(f) The Charterers shall, in their time and for their account, dry-dock the	238
(a) The Barge shall during the Charter Party period be in the full	159	Barge and clean and paint her underwater parts whenever the same may	239
possession and at the absolute disposal for all purposes of the Charterers	160	be necessary.	240
and under their complete control in every respect. The Charterers shall	161		
maintain the Barge, her machinery, appurtenances and spare parts in a	162	14. Ballast Engineer	241
good state of repair, in efficient operating condition and in accordance	163	The Barge may be ballasted, and if submersible, submerged and surfaced	242
with good commercial maintenance practice and, except as provided for	164	by the Charterers subject to the Charterers always using a fully qualified	243
in Clause 16(i)(k), if applicable, they shall keep the Barge with unexpired	165	ballast engineer for such operations.	244
classification of the class indicated in Box 10 and with other required	166	In case the Charterers request in writing and the Owners agree to provide	245
certificates in force at all times.	167	a ballast engineer, a notice for same of seventy-two (72) hours plus	246
The Charterers shall take immediate steps to have the necessary repairs	168	allowance for travelling time to be given by the Charterers for every	247
done within a reasonable time failing which the Owners shall have the right	169	occasion the Owners' ballast engineer is required. The Charterers agree	248
of withdrawing the Barge from the service of the Charterers without noting	170	to pay to the Owners an amount per day as stated in Box 21 per ballast	249
any protest and without prejudice to any claim the Owners may otherwise	171	engineer for up to ten (10) hours work per day including but not limited to	250
have against the Charterers under the Charter Party.	172	travelling time and/or time for standby associated therewith. For any hour	251
Unless otherwise agreed, in the event of any improvement, structural	173	in excess of ten (10) hours per day the Charterers shall pay an amount per	252
changes or expensive new equipment becoming necessary for the	174	hour as stated in Box 22 for each ballast engineer. In addition the	253
continued operation of the Barge by reason of new class requirements or	175	Charterers shall pay all travel expenses, accommodation expenses and	254
by compulsory legislation costing more than five per cent. (5%) of the	176	meals for each ballast engineer, all according to the Owners' invoice, and	255
Barge's marine insurance value as stated in Box 30, then the extent, if any,	177	reimburse the Owners for any advance payments they have made	256
to which the rate of hire shall be varied and the ratio in which the cost of	178	in this respect.	257
compliance shall be shared between the parties concerned in order to	179	The ballast engineer shall be deemed to be a servant of the Charterers and	258
achieve a reasonable distribution thereof as between the Owners and the	180	the Charterers shall indemnify and hold the Owners harmless from and	259
Charterers having regard, inter alia, to the length of the period remaining	181	against all consequences and/or liabilities arising from the ballast	260
under the Charter Party, shall in the absence of agreement, be referred to	182	operations.	261
arbitration according to Clause 30.	183		
The Charterers are required to establish and provide evidence of financial	184	15. Hire	262
security or responsibility in respect of oil or other pollution damage as	185	(a) The Charterers shall pay to the Owners for the hire of the Barge at the	263
required by any government, including Federal, state or municipal or other	186	rate per day as indicated in Box 24 commencing at 0000 hours on and	264
division or authority thereof, to enable the Barge, without penalty or	187	from the date of her delivery to the Charterers. Hire to continue until 2400	265
charge, lawfully to enter, remain at, or leave any port, place, territorial or	188	hours on the date when the Barge is redelivered by the Charterers to the	266
contiguous waters of any country, state or municipality in performance of	189	Owners.	267
this Charter Party without any delay. This obligation shall apply whether or	190	(b) Payment of hire shall be made in cash without discount every month in	268
not such requirements have been lawfully imposed by such government	191	advance on the first day of each month, in the currency and in the manner	269
or division or authority thereof. The Charterers shall make and provide	192	indicated in Box 26 and at the place mentioned in Box 27.	270
evidence of all arrangements by bond or otherwise as may be necessary	193	(c) Payment of hire for the first and last month's hire if less than a full month	271
to satisfy such requirements at the Charterers' sole expense and the	194	shall be calculated proportionally according to the number of days in the	272
Charterers shall indemnify and hold harmless the Owners against all	195	particular calendar month and advance payment shall be effected	273
consequences whatsoever for any failure or inability to do so. However,	196	accordingly.	274
notwithstanding this responsibility of the Charterers, if Clause 16(i) is	197	(d) Should the Barge be lost or missing, hire shall cease from the date and	275
applicable, the Charterers shall have the benefit of the Owners' P & I	198	time when she was lost or last heard of. Any hire paid in advance shall be	276
insurance, with regard to providing evidence of financial responsibility,	199	adjusted accordingly.	277
subject always to the applicable terms and conditions agreed under the	200	(e) Time shall be of the essence in relation to payment of hire hereunder. In	278
Owners' P & I entry, and any additional premium in this respect shall be for	201	default of punctual and regular payment as herein specified, the Owners	279
the Charterers' account.	202	may require the Charterers to make payment of the amount due within	280
(b) The Charterers shall at their own expense and by their own	203	ninety-six (96) running hours of receipt of notification from the Owners,	281
procurement navigate, operate, supply, fuel and repair the Barge	204	failing which the Owners shall have the right to withdraw the Barge without	282
whenever required during the Charter Party period and they shall pay all	205	prejudice to any other claim the Owners may have against the Charterers	283
charges and expenses of every kind and nature whatsoever incidental to	206	under this Charter Party. Further, so long as the hire remains unpaid, the	284
their use and operation of the Barge under this Charter Party, including all	207	Owners shall be entitled to suspend the performance of any and all of their	285
taxes except those taxes payable on the Owners' income in the country of	208	obligations hereunder and shall have no responsibility whatsoever for any	286
registration of the Barge and/or the Owners' registered office.	209	consequences thereof in respect of which the Charterers hereby	287
(c) During the currency of this Charter Party, the Barge shall retain her	210	indemnify the Owners. Hire shall continue to accrue and extra expenses	288
present name as indicated in Box 5 and shall remain under and fly the flag	211		
as indicated in Box 5, provided however that the Charterers shall have the	212		
liberty to paint the Barge in their own colours, install and display their	213		

"BARGEHIRE 94" Standard Barge Bareboat Charter Party

resulting from such suspension shall be for the Charterers' account.	289	Owners' nominated principals as co-assured.	366
(f) Any delay in payment of hire shall entitle the Owners to an interest at the 290 rate per annum as agreed in Box 25. If Box 25 has not been filled in, the 291 overnight interbank offered rate quoted in London (LIBOR) for the 292 currency stated in Box 26, increased by two per cent. (2%), shall apply. 293		(b) Should the Barge become an actual, constructive, compromised 367 or agreed total loss under the insurances required under sub-clause 368 (a) of this Clause, all insurance payments for such loss shall be paid to 369 the mortgagee, if any, in the manner described in the deed(s) of 370 covenant, who shall distribute the moneys between themselves, the 371 Owners and the Charterers according to their respective interests. 372 The Charterers undertake to notify the Owners and the mortgagee, if 373 any, of any occurrences in consequence of which the Barge is likely to 374 become a total loss as defined in this Clause. 375	
16. Insurance, Repairs and Classification	294	(c) The Charterers shall, subject to the approval of the Owners and the 376 insurers, effect all insured repairs and shall undertake settlement of 377 all costs in connection with such repairs as well as insured charges, 378 expenses and liabilities (reimbursement shall be secured by the 379 Charterers from the insurers) to the extent of coverage under the 380 insurances herein provided for. 381	
(i) (a) During the Charter Party period the Barge shall be kept insured by 295 the Owners at their expense against marine, war and Protection and 296 Indemnity risks, including wreck removal, the certificates of which 297 shall be made available upon the Charterers' request. All insurance 298 policies shall be in the joint names of the Owners and the Charterers 299 as their interests may appear. The Owners, at the request of the 300 Charterers, shall apply to their insurers to include the Charterers' 301 nominated principals as co-insured. 302		(d) The Charterers also to remain responsible for and to remedy 382 damage and settle costs and expenses incurred thereby in respect of 383 all other damage not covered by the insurances and/or not exceeding 384 any possible franchise(s) or deductibles as stated in Box 33 provided 385 for in the insurances. All such franchise(s) or deductibles, which are 386 applicable for each and every incident, are for the Charterers' 387 account. 388	
(b) In the event that any act or negligence of the Charterers shall vitiate 303 any of the insurances herein provided, the Charterers shall pay to the 304 Owners all losses and indemnify the Owners against all claims and 305 demands which would otherwise have been covered by such 306 insurance. 307		(e) All time used for repairs under the provisions of sub-clauses (c) 389 and (d) of this Clause including any deviation shall count as time on 390 hire and shall form part of the Charter Party period. 391	
(c) The Charterers shall, subject to the approval of the Owners or the 308 Owners' insurers, effect all insured repairs and the Charterers shall 309 undertake settlement of all expenses in connection with such repairs 310 as well as all insured charges, expenses and liabilities, to the extent 311 of coverage under the insurances provided for under the provisions of 312 sub-clause (a) of this Clause. The Charterers shall be secured 313 reimbursement through the Owners' insurers for such expenditures 314 upon presentation of accounts. 315		(f) If the conditions of the above insurances permit additional 392 insurance to be placed by the parties, such cover shall be limited to 393 the amount for each party set out in Box 31 and Box 32 respectively. 394 The Owners or the Charterers, as the case may be, shall immediately 395 furnish the other party with particulars of any additional insurance 396 effected, including copies of any cover notes or policies and the 397 written consent of the insurers of any such required insurance in any 398 case where the consent of such insurers is necessary. 399	
(d) The Charterers also to remain responsible for and to remedy 316 damage and settle costs and expenses incurred thereby in respect of 317 all other damage not covered by the insurances and/or not exceeding 318 any possible franchise(s) or deductibles as stated in Box 33 provided 319 for in the insurances. All such franchise(s) or deductibles, which are 320 applicable for each and every incident, are for the Charterers' 321 account. 322		(g) If the Barge becomes an actual, constructive, compromised or 400 agreed total loss under the insurances arranged by the Charterers in 401 accordance with sub-clause (a) of this Clause, this Charter Party shall 402 terminate as of the date of such loss. 403	
(e) All time used for repairs under the provisions of sub-clauses (c) 323 and (d) of this Clause, including any deviation, shall count as time on 324 hire and shall form part of the Charter Party period. 325		(h) The Owners shall, upon the request of the Charterers, promptly 404 execute such documents as may be required to enable the Charterers 405 to abandon the Barge to the insurers and claim a constructive total 406 loss. 407	
(f) If the conditions of the above insurances permit additional 326 insurance to be placed by the parties, such cover shall be limited to 327 the amount for each party set out in Box 31 and Box 32, respectively. 328 The Owners or the Charterers, as the case may be, shall immediately 329 furnish the other party with particulars of any additional insurance 330 effected, including copies of any cover notes or policies and the 331 written consent of the insurers of any such required insurance in any 332 case where the consent of such insurers is necessary. 333		(i) For the purpose of insurance coverage against marine and war 408 risks under the provisions of sub-clause (a) of this Clause, the value of 409 the Barge is the sum indicated in Box 30. 410	
(g) Should the Barge become an actual, constructive, compromised 334 or agreed total loss under the insurances required under sub-clause 335 (a) of this Clause, all insurance payments for such loss shall be paid to 336 the Owners, who shall distribute the moneys between themselves and 337 the Charterers according to their respective interests. 338		17. Charterers' Responsibilities	411
(h) If the Barge becomes an actual, constructive, compromised or 339 agreed total loss under the insurances arranged by the Owners in 340 accordance with sub-clause (a) of this Clause, this Charter Party shall 341 terminate as of the date of such loss. 342		The Charterers shall be liable for	412
(i) The Charterers shall, upon the request of the Owners, promptly 343 execute such documents as may be required to enable the Owners to 344 abandon the Barge to the insurers and claim a constructive total loss. 345		(a) All loss or damage suffered by third parties, including bodily injuries 413 and death, and caused by the Barge and/or its equipment during the 414 period of hire. 415	
j) For the purpose of insurance coverage against marine and war 346 risks under the provisions of sub-clause (a) of this Clause, the value of 347 the Barge is the sum indicated in Box 30. 348		(b) All loss of or damage to cargo, howsoever caused, or for damage 416 caused by the cargo, including bodily injuries and death. 417	
(k) Notwithstanding anything contained in Clause 13 (a), it is agreed 349 that under the provisions of Clause 16 (i), if applicable, the Owners 350 shall keep the Barge with unexpired classification in force at all times 351 during the Charter Party period. 352		(c) Any sums whatsoever in consequence of the Barge becoming a wreck 418 or obstruction to navigation. 419 The Charterers undertake to indemnify and hold the Owners harmless 420 against any third party claims arising from such loss or damage, including 421 possible loss of time on hire. 422	
(ii) <i>(Optional, only to apply if expressly agreed and stated in Box 29, in 353 which event Clause 16(i) shall be considered deleted).</i> 354		18. Force Majeure	423
(a) During the Charter Party period the Barge shall be kept insured by 355 the Charterers at their expense against marine, war, Protection and 356 Indemnity risks, including wreck removal, the certificates of which 357 shall be made available upon the Owners' request. Such marine, war 358 and P & I insurances shall be arranged by the Charterers to protect the 359 interests of both the Owners and the Charterers and mortgagees (if 360 any), and the Charterers shall be at liberty to protect under such 361 insurances the interests of any managers they may appoint. All 362 insurance policies shall be in the joint names of the Owners and the 363 Charterers as their interests may appear. The Charterers at the 364 request of the Owners shall apply to their insurers to include the 365		Neither the Owners nor the Charterers shall be responsible for any loss or 424 damage or delay or failure in performance under this Charter Party 425 resulting from Act of God, war, civil commotion, quarantine, strikes, lock- 426 outs, arrest or restraint of princes, rulers and peoples or any other event 427 whatsoever which cannot be avoided or guarded against. 428	
request of the Owners shall apply to their insurers to include the 365		19. Consequential Loss	429
		Except as elsewhere provided in this Charter Party, neither the Owners 430 nor the Charterers shall be responsible for any consequential loss, 431 howsoever caused, including but not limited to damage or decline in the 432 market value of the Barge or goods during delays, loss of profit or loss of 433 business opportunities in respect of any claim that the one may have 434 against the other. 435	
		20. Redelivery	436

"BARGEHIRE 94" Standard Barge Bareboat Charter Party

Upon the expiration of this Charter Party, the Charterers shall redeliver the Barge safely moored at the port or place stated in Box 15. Such port/place of redelivery to be always safe and accessible for the tug and the Barge, and where they can lie always safe and afloat at all tides. The Barge shall be redelivered to the Owners in the same or as good a structure, state, condition and class as that in which she was delivered, ordinary wear and tear excepted, with cargo spaces free of any obstructions with all previous seafastenings removed and shall be properly documented as regards trading certificates, classification and equipment.	437 438 439 440 441 442 443 444	Charter Party and wherever the term the Owners appears it shall thereafter be considered as a reference to the buyers.	505 506
If the Charterers, for any reason whatsoever, fail to redeliver the Barge on expiry of the Charter Party period, or any amendment to same, which has to be agreed in advance and in writing, the Owners shall be entitled to the agreed rate or to the market rate for that period, whichever is the higher, increased by the amount stated in Box 20. Unless the late redelivery is caused by the Charterers' negligence or wilful default, this compensation shall be the Owners' sole financial remedy for damages arising out of late redelivery.	445 446 447 448 449 450 451 452 453	26. Bank Guarantee * The Charterers undertake to furnish, before delivery of the Barge, a first class bank guarantee or bond acceptable to the Owners in the sum and at the place as indicated in Box 28 as guarantee for full performance of their obligations under this Charter Party. * (Optional, only to apply if Box 28 is filled in).	507 508 509 510 511 512
21. Early Redelivery Upon giving fifteen (15) days' prior notice to the Owners, the Charterers shall, notwithstanding any other provision of this Charter Party, be entitled to effect early redelivery of the Barge and to terminate this Charter Party at any time during the period of the Charter Party as agreed according to Clause 2, provided however, that if exercising this option, the Charterers shall pay hire for the remainder of the period of the Charter Party as agreed according to Clause 2.	454 455 456 457 458 459 460 461	27. Requisition/Acquisition (a) In the event of the requisition for hire of the Barge by any governmental or other competent authority (hereinafter referred to as "requisition for hire") irrespective of the date during the Charter Party period when "requisition for hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Party period, this Charter Party shall not be deemed thereby thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter Party until the time when the Charter Party would have terminated pursuant to any of the provisions hereof, always provided, however, that in the event of "requisition for hire" any requisition hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Party period or the period of the "requisition for hire", whichever be the shorter. The hire under this Charter Party shall be payable to the Owners from the same time as the requisition hire is payable to the Charterers. (b) In the event of the Owners being deprived of their ownership in the Barge by any compulsory acquisition of the Barge or requisition for title by any governmental or other competent authority (hereinafter referred to as "compulsory acquisition"), then, irrespective of the date during the Charter Party period when "compulsory acquisition" may occur, this Charter Party shall be deemed terminated as of the date of such "compulsory acquisition". In such event charter hire to be considered as earned and to be paid up to the date and time of such "compulsory acquisition".	513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539
22. Non-Lien and Indemnity 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 Barge. The Charterers further agree to fasten to the Barge in a conspicuous place and to keep so fastened during the Charter Party period a notice reading as follows: "This Barge is the property of (name of the Owners). It is under charter to (name of the Charterers) and by the terms of the Charter Party neither the Charterers nor any of their representatives or sub-contractors have any right, power or authority to create, incur or permit to be imposed on the Barge any lien whatsoever." The Charterers shall indemnify and hold the Owners harmless against any lien of whatsoever nature arising upon the Barge during the Charter Party period while she is under the control of the Charterers and on any claims against the Owners arising out of or in relation to the operation of the Barge by the Charterers. Should the Barge be arrested 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 Barge is released and at their own expense put up bail to secure release of the Barge.	462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482	28. War (1) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all barges and/or vessels or imposed selectively against barges of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Owners, may be dangerous or are likely to be or to become dangerous to the Barge or her cargo. (2) The Barge, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Barge, or her cargo, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Barge be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Charterers to effect the Barge to leave such area. (3) The Barge shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all barges and/or vessels, or is imposed selectively in any way whatsoever against barges and/or vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerents right of search and/or confiscation. (4) If the insurers of the war risks insurance, when Clause 16(i) is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Barge is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due. (5) The Owners shall have the right to require the Charterers and the Charterers shall have the liberty: (a) to comply with all orders, directions, recommendations or advice as to	540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577
23. Lien The Owners shall have a lien upon all cargoes and sub-freights and sub-hire for all claims under this Charter Party and the Charterers shall have a lien on the Barge for all moneys paid in advance and not earned.	483 484 485 486		
24. General Average General Average, if any, shall be adjusted according to the York-Antwerp Rules 1994 or any subsequent modification thereof current at the time of the casualty. The charter hire not to contribute to General Average.	487 488 489 490 491		
25. Assignment and Sub-Demise The Charterers shall not assign this Charter Party nor sub-demise the Barge except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve. If, after obtaining the Charterers' agreement, which shall not be unreasonably withheld, the Owners sell the Barge, either prior to delivery or during the performance of this Charter Party, the Owners shall have the right and be obliged to assign and transfer this Charter Party to the buyer of the Barge upon giving the Charterers prompt notice in writing of the buyers' full style and the time when the Barge will be delivered to the buyers and the assignment will become effective. As from that time the Owners shall be relieved from all obligations and liabilities under this	492 493 494 495 496 497 498 499 500 501 502 503 504		

"BARGEHIRE 94" Standard Barge Bareboat Charter Party

departure, arrival, routes, sailing in convoy, ports of call, stoppages, 578
 destinations, discharge of cargo, delivery, or in any other way whatsoever, 579
 which are given by the Government of the Nation under whose flag the 580
 Barge sails, or other Government to whose laws the Owners are subject, or 581
 any other Government, body or group whatsoever acting with the power to 582
 compel compliance with their orders or directions; 583
 (b) to comply with the order, directions or recommendations of any war 584
 risks underwriters who have the authority to give the same under the terms 585
 of the war risks insurance; 586
 (c) to comply with the terms of any resolution of the Security Council of the 587
 United Nations, any directives of the European Community, the effective 588
 orders of any other Supranational body which has the right to issue and 589
 give the same, and with national laws aimed at enforcing the same to which 590
 the Owners are subject, and to obey the orders and directions of those 591
 who are charged with their enforcement; 592
 (d) to divert and discharge at any other port any cargo or part thereof 593
 which may render the Barge liable to confiscation as a contraband carrier; 594
 (6) If in accordance with their rights under the foregoing provisions of this 595
 Clause, the Owners shall refuse permission to proceed to the loading or 596
 discharging ports, or any one or more of them, they shall immediately 597
 inform the Charterers. No cargo shall be discharged at any alternative port 598
 without first giving the Charterers notice of the Owners' intention to give 599
 permission to do so and requesting them to nominate a safe port for such 600
 discharge. Failing such nomination by the Charterers within 48 hours of 601
 the receipt of such notice and request, the Owners may give orders to 602
 discharge the cargo at any safe port of their own choice. 603
 (7) If in compliance with any of the provisions of sub-clauses (2) to 604
 (6) of this Clause anything is done or not done, such shall not be 605
 deemed a deviation, but shall be considered as due fulfilment of this 606
 Charter Party. 607

* (a), (b) and (c) are alternatives; indicate alternative agreed in Box 35. 653

** Where no figure is supplied in Box 35 in PART I, this provision only 654
 shall be void but the other provisions of this Clause shall have full 655
 force and remain in effect. 656

29. Commission 608

The Owners shall pay a commission at the rate indicated in Box 34 to the 609
 brokers named in Box 34 on any hire, mobilisation and/or demobilisation 610
 fee paid under the Charter Party. If the full hire or fee is not paid owing to 611
 breach of Charter Party by either of the parties the party liable therefore to 612
 indemnify the brokers against their loss of commission. 613
 Should the parties agree to cancel the Charter Party, the Owners to 614
 indemnify the brokers against any loss of commission but in such case 615
 the commission not to exceed the brokerage on one year's hire. 616

30. Law and Arbitration 617

- * (a) This Charter Party shall be governed by and construed in accordance 618
 with English law and any dispute arising out of this Charter Party shall 619
 be referred to arbitration in London in accordance with the Arbitration 620
 Acts 1950 and 1979 or any statutory modification or re-enactment 621
 thereof for the time being in force. Unless the parties agree upon a 622
 sole arbitrator, one arbitrator shall be appointed by each party and the 623
 arbitrators so appointed shall appoint a third arbitrator, the decision of 624
 the three-man tribunal thus constituted or any two of them, shall be 625
 final. On the receipt by one party of the nomination in writing of the 626
 other party's arbitrator, that party shall appoint their arbitrator within 627
 fourteen days, failing which the decision of the single arbitrator 628
 appointed shall be final. 629
 For disputes where the total amount claimed by either party does not 630
 exceed the amount stated in Box 35** the arbitration shall be 631
 conducted in accordance with the Small Claims Procedure of the 632
 London Maritime Arbitrators Association. 633
- * (b) This Charter Party shall be governed by and construed in accordance 634
 with Title 9 of the United States Code and the Maritime Law of the 635
 United States and should any dispute arise out of this Charter Party, 636
 the matter in dispute shall be referred to three persons at New York, 637
 one to be appointed by each of the parties hereto, and the third by the 638
 two so chosen; their decision or that of any two of them shall be final, 639
 and for purpose of enforcing any award, this agreement may be made 640
 a rule of the Court. The proceedings shall be conducted in 641
 accordance with the rules of the Society of Maritime Arbitrators, Inc. 642
 For disputes where the total amount claimed by either party does not 643
 exceed the amount stated in Box 35** the arbitration shall be 644
 conducted in accordance with the Shortened Arbitration Procedure of 645
 the Society of Maritime Arbitrators, Inc. 646
- * (c) Any dispute arising out of this Charter Party shall be referred to 647
 arbitration at the place indicated in Box 35, subject to the procedures 648
 applicable there. The laws of the place indicated in Box 35 shall 649
 govern this Charter Party. 650
- (d) If Box 35 in PART I is not filled in, sub-clause (a) of this Clause shall 651
 apply. 652