

DEMISE CHARTER AGREEMENT
Bare Boat Charter

This Charter Agreement entered into on this the ____day of _____, 20____, between

Owner	Name: Address: City/State Telephone/Email:
Charterer:	Name: Address: City/State Telephone/Email

WITNESSETH:

Whereas the Owner is the registered owner of a vessel described as:

Vessel Name:		Official Number	
GRT/NRT:			
Charter Begins:		Charter Ends:	
Navigational Limits		Number of Guest	
Port where hired		Port Returned:	
Insurance Limits		Insurance Confirmed	
Charter Rate		Total Charter Costs	
Deposit		Balance Due	

Owner:_____

Charterer:_____

Terms & Conditions

And Whereas the Charterer wishes to charter said vessel;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the parties hereto mutually agree as follows:

1. The vessel shall be delivered to Charterer in the same condition as when inspected and accepted by Charterer. Charterer to redeliver vessel at the port of delivery to Owner in the same condition as when chartered excepting ordinary wear and tear.
2. This is a demised charter and Charterer reserves to operate said vessel lawfully and in a safe and seaworthy manner. Charterer shall conform to all laws and regulations. Charterer agrees to indemnify, protect, defend and hold harmless the Owner, the vessel, its registered owner, its master and crew, and their respective underwriters from and against the results of any breach by chartered of the obligations or any other obligations imposed by law upon the Charterer. Charterer shall maintain the vessel in good repair and maintain all classification, certificate or certificates of inspection in full force and effect during the entire course of the charter.
3. During the course of the charter, Charterer shall maintain in full force and effect insurance in the amount of _____ USD naming the Owner as loss payee protecting the vessel for loss or damage for hull and machinery. In addition, Charterer shall maintain a policy or policies of insurance providing for pollution, liability, crew and employee injury. Each policy shall name the Owner as an additional insured.
4. Charterer shall provide and pay for the master and crew of the vessel. The Charterer shall select and direct said master and crew. The duties of the crew shall be directed and controlled solely by the Charterer. The master of the vessel shall serve at the discretion of the Charterer. Charterer shall review and evaluate each licensed officer as to his ability and skill in the position employed and assure Owner as to the qualifications of the chief engineering staff.
5. Neither the Owner, its officers, directors, employees, the vessel, her owner, operators, nor the underwriters of any of the foregoing shall have any responsibility or liability for any claim involving damage to or loss of any cargo or equipment carried by the vessel; or for any injury, illness, disease or death of employees of Charterer, its subcontractors, or their employees or agents; and Charterer shall defend indemnify and hold harmless Owner its officers, directors, employees, the vessel, its owner, operators, master, and crew and the underwriters of each of the foregoing from and against any such claim, whether groundless or not, and whether caused in whole or in part by the negligence or faults of indemnities or by unseaworthiness of the vessel or equipment of Owner, Owner's property and Owner's sub-contractors' property.
6. Neither Owner nor Charterer shall be responsible hereunder for prospective profits or for special, indirect or consequential damages.

7. Neither the Owner nor the Charterer shall not create, incur, or permit any liens to be imposed upon any vessel chartered under this agreement.
8. Charterer may not assign this agreement without notice to the Owner and without his written agreement.
9. Charterer shall keep the Owner advised of the usual berth for the vessel or on voyage of the itinerary of the vessel. Failure to keep the Owner informed of the location of the vessel shall be considered to be a breach of Charterer's agreement.
10. This agreement shall be construed in accordance with the admiralty and maritime laws of the United States of America and the State of _____.

DEFAULT

11. The Charterer may be declared in default of this charter agreement is any one of the following events occurs:
 - a) Failure to make charter payments upon the date due.
 - b) Having failed to make time payment and upon notice by the Owner.
 - c) Failing to permit inspection of the vessel by Owner or Owner's representative and upon written notice by Owner allowing or permitting said failure to permit inspection to continue for more than five (5) days.
 - d) Failing to maintain continuous insurance coverage of the vessel in the amount agreed upon and naming Owner as loss payee.
 - e) Operating the vessel contrary to the criminal law of any nation or state in which the vessel operates.
 - f) Failing to maintain the vessel and its equipment in a seaworthy and seaman like condition. Said determination of maintenance shall be determined by annual survey. Charterer will have 30 days from the completion of the annual survey to make any repairs so designated by the surveyor.
 - g) Commission of any act of bankruptcy or approval by any court of a petition or request for reorganization, arrangement, extension or other relief under any bankruptcy law; or by appointment of a receiver.

12. Then in case of said default, Owner may:

- a) Declare the charter terminated.
- b) Recover judgment for and collect out of any property Charterer may own any amount due and collect all earned charter hire and freight moneys relating to services performed by the vessel.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representative, in duplicate originals, on the day and year first written above.

Dated: _____

Dated:_____

By: _____
Owner

By: _____
Charterer