

IV. Bareboat Charter Parties: Main Terms, Clauses, and Forms.

A. Introduction

1. The charterer leases the vessel from the owner and takes full control and management of the vessel, appointing the Master and crew. The charterers provide stores, bunkers and undertake repairs, insurance and dry docking.

2. Under a bareboat charter, charterers pay:

- a. Hire (monthly);
- b. Crew;
- c. Fuel and boiler water;
- d. provisions and stores;
- e. Repairs (except for latent defects);

Latent defect: something that is not discoverable by reasonable diligent examination.

Once the charterer takes the vessel, all the warranties, the warranty of seaworthiness and everything else fall on the charterer. The owner has the obligation of the warranty of delivering a seaworthy vessel at the beginning of the charter, after that, the warranty of seaworthiness belongs to the charterer. However, in case of latent defects which might show up after the vessel had been delivered to the charterer, for this, the owner would still be responsible.

- f. Hull and machinery insurance (the owner is beneficiary for the total loss of the ship.);
 - g. P & I insurance (Protection and Indemnity insurance);
 - h. Voyage expenses.
3. The actual name or correct name is not “BAREBOAT CHARTER”; it is “**DEMISE CHARTER**”. Because the element that determines whether or not a charter is a demise (讓渡) charter is the element of “control”, whose servants are those crews and officers.

B. MAIN TERMS IN A BAREBOAT CHARTER

空船租賃的主要條款：

1. CHARTERERS

— *A/C TAI-PROSPERITY NAVIGATION CORP., PANAMA*

A/C : ACCOUNT, ACCT

2. DESCRIPTION OF THE VESSEL : the contract is fixed onto a particularly named vessel, no substitute shall be allowed. (除非雙方另有約定)

— *VESSEL :*

MV 'FAR EASTERN CAVALIER'

PANAMANIAN FLAG, BUILT 2014

82,096.9MT DWT ON 14.45M SSW

GT/NT 44,543/26,987

LOA 229/BM 32.26 M

7 HO/HA, 3,489,046 CUFT GRAIN

14KN ON 32MT (BALLAST) AND

13.5KN ON 32MT (LADEN) IFO (380CST) + 0.1MT MGO

IN PORT 4 MT IFO PLUS 0.1 MT MGO

ALL ABT

船東的保證(OWNERS WARRANTIES)事項:

Seaworthiness (upon delivery) of the vessel.

船東的保證(Owners Warranty)事項：Vessel's seaworthiness 船舶具備適航能力

情形一：現成船 - Seaworthiness (Upon Delivery) of the vessel

(1) 船東單純將自有之現成船以空船租賃方式出租予租船人：

船東須保證交船時船舶具備適航能力。

(2) 售後回租 (Sale and Lease-back) 交易下的空船租賃

售後回租：

賣方，A Co.(原船東) === (出售船舶) ==> 買方， B Co.(新船東)

(新)船東 B Co. ===== (出租船舶) ==> 租船人， A Co.

① 原船東出售船舶給新船東，在交付船舶給新船東之際，同時也由新船東將船舶出租給原出售船舶的船東，原出售船舶的船東即成為空船租賃契約中的租船人。

② 原船東在出售船舶給新船東的買賣船合約 (Memorandum of Agreement, MOA) 中，即負有責任須向新船東保證船舶在移交給新船東的當時具有適航能力。

③ 因此新船東在將船舶回租予原船東的空船租賃契約中也將負擔在交船時船舶須具備適航能力的責任。

④ 經由買賣船契約與將船舶出租給原船東之空船租賃契約的連接，在這類將船舶售後回租的交易中，船舶在空船租賃交船時，須具備適航能力的

責任，在實質上完全由出售船舶的原船東即隨後以空船租賃承租船舶的租船人負擔。

情形二：新(購/造)船

- (1) 空船租賃合約中，指定租船人負責新船建造監工，則船東必會在空船租賃合約中規定，船東免除負擔保證船舶在交船之際具備適航能力的保證。
- (2) 空船租賃合約中，未指定租船人負責新船建造監工，則船東在交船時，仍對船舶具備適航能力負有保證之責。

在空船租賃期間租船人負擔船舶船級(classification)及適航能力(Seaworthiness)之維持，因此如果不是因為交船前與交船時存在的隱藏瑕疵(latent defect)，造成船舶無法營運，租船人不得因船舶故障而主張離租(off hire)，船東得享有租船人給付全年 365 或 366 天的租金。

3. LAYDAYS AND CANCELLING DATE

—*LAYCAN : NOV. 1—30, 2023*

4. PLACE OF DELIVERY

—*DEL : DLOSP KAOHSIUNG, ATDNSHINC*

ATDNSHINC : ALL TIME DAY AND NIGHT SUNDAY HOLIDAY INCLUDED

5. PLACE OF REDELIVERY

—*REDEL : WWD*

—*REDEL : SINGAPORE TO JAPAN RANGE*

—*REDEL : DLOSP YOKOHAMA*

WWD : WORLDWIDE

6. PERIOD

—*PERIOD : 10 CALENDAR YEARS MINUS OR PLUS 15 DAYS IN CHOPT*

7. HIRE RATE

—*HIRE : USD12,500. — PER DAY INCLUDING CREW OVERTIME*

8. TRADING EXCLUSION

—*TRADING EXCLUSION : WORLDWIDE TRADING IS ALLOWED, BUT SO THAT THE VESSEL SHALL NOT BE SUBJECT TO, OR THREATENED WITH,*

***BLACKLISTING OR BOYCOTTING AT TIME
OF REDELIVERY.***

9. BUNKER CLAUSE

- BUNKERS : BUNKERS ON DEL TO B AS ON BOARD, IFO ABT 900 MT
AND MDO ABT 60MT.
BUNKERS ON REDEL TO B ABT SAME QTTY AS ON DEL.
THE VALUE OF BOD TO B PAID BY CHARTERERS
TOGETHER WITH THE IST HIRE PAYMENT.***

***10. CHARTERERS PURCHASE OPTION (CALL OPTION)**

- CHARTERERS HAVE A RIGHT TO PURCHASE THE VESSEL
(CHARTERERS' CALL OPTION) ON THE FOLLOWING DATES AND
AT THE FOLLOWING PRICES ON STRICT "AS IS WHERE IS"***

TERMS:

31 DECEMBER 2015 - US\$21 MILLION

31 DECEMBER 2016 - US\$20 MILLION

31 DECEMBER 2017 - US\$18.5 MILLION

31 DECEMBER 2018 - US\$17.5 MILLION

31 DECEMBER 2019 - US\$16 MILLION

31 DECEMBER 2020 - US\$14.5 MILLION

***USE OF THIS CALL OPTION MUST BE DECLARED IN WRITING
NOT LESS THAN 90 DAYS BEFORE THE DATE ABOVE.***

***11. SALE OF THE VESSEL**

- OWNERS HAS THE RIGHT TO SELL THE VESSEL AT ANY TIME
DURING THE CHARTER, PROVIDING THAT THE OWNERS SHALL
GIVE THE CHARTERER 6-MONTH PRIOR NOTICE BEFORE THE
SALE.***

12. COMMISSIONS AND ADDRESS COMMISSION

- COMM : 2.5PCT OF ADDCOMM TO CHARTERERS OR THEIR
NOMINEES, 1.25PCT OF COMM TO JASON CHARTERING
INC. AND 1.25PCT OF COMM TO LEXINGTON BROKING
CORP.***

13. CHARTER PARTY

- OTHERS AS PER "BARECON 2017" C/P***

14. SUBJECT CLAUSE

**—*SUB TO CHARTERERS BOARD APPROVAL FOR RECONFIRMATION
WITHIN 2 WORKING DAYS AMTF***
AMTF : AFTER MAIN TERMS FIXED

***'S ARE OPTIONAL.**