

# BALTIMORE FORM C BERTH GRAIN CHARTER PARTY

(Adapted 1963)

**APPROVED BY NORTH AMERICAN EXPORT GRAIN ASSOCIATION, INCORPORATED, NEW YORK  
NORTH AMERICAN SHIPPERS ASSOCIATION, LONDON  
NEW YORK PRODUCE EXCHANGE, NEW YORK**

Amended 1st July 1974

...Geneva, ...

<b>OWNERS</b>	It is this day Mutually Agreed, between .....	1
<b>DESCRIPTION OF VESSEL</b>	..... disponent owners/owners/time chartered owners of the ..... (flag) SS/MV ..... Dry Cargo/Tanker ..... Call Sign: ..... built ..... at ..... of ..... tons of 2,240 lbs.	2
<b>CLASSIFICATION</b>	total deadweight, or thereabouts, on a Summer draft of ..... feet ..... inches salt water, and guaranteed ..... tons of 2,240 lbs., ..... percent more or less cargo capacity, quantity at owners' option, classed ..... in ....., now .....	3
<b>CHARTERERS</b>	..... and .....	4
<b>LOADING PORT(S)</b>	Charterers, of .....	5
	1. That the said vessel, being tight, staunch and strong, and in every way fit for the voyage, shall with all convenient speed proceed to .....	6
	.....	7
<b>CARGO</b>	..... and there load, always afloat, a full and complete cargo, in bulk, subject to limits above guaranteed, of ..... WHEAT and/or CORN and/or RYE and/or SORGHUMS and/or SOYBEANS, at Charterers' option. Charterers also have the option of loading .....	8
	.....	9
<b>SEPARATIONS</b>	2. Cost or cargo separations, in excess of three, to be for Charterers' account.	10
<b>ADVICE OF READINESS</b>	3. a) Master to advise (telegraphic address): ..... expected readiness at loading range when vessel sails from last port on previous voyage and also approximate quantity of cargo required. Master or Owners to advise (telegraphic address:) ..... of any change in the vessel's expected time of arrival at loading range, whilst on passage.	11
<b>LOADING PORT ORDERS</b>	b) Master to apply by radio to ..... (telegraphic address" ..... ") for first or sole loading port orders 96 hours before the vessel is due off/at ..... and Charterers/Agents are to give first or sole loading port orders by radio within 48 hours of receipt of Master's application, unless given earlier. If Master's application is received on a Saturday, the time allowed to Charterers shall be 52 hours instead of 48 hours as above.	12
<b>VESSEL INSPECTION</b>	4. Vessel to load under inspection of National Cargo Bureau, Inc., and a Grain Inspector holding a licence issued by the United States Department of Agriculture pursuant to the U.S. Grain Standards Act, in U.S.A. ports, or of the Port Warden and a Grain Inspector employed by the Canada Department of Agriculture, in Canadian ports, at her expense, and to comply with their rules, not exceeding what she can reasonably stow and carry over and above her Cabin, Tackle, Apparel, Provisions, Fuel and Furniture, and being so loaded shall therewith proceed to .....	13
<b>DESTINATION</b>	..... ..... ..... as ordered on signing Bills of Lading, and deliver same,	14
		15
		16
		17
		18
		19
		20
		21
		22
		23
		24
		25
		26
		27
		28
		29
		30
		31
		32

<b>DISCHARGING PORT(S) ORDERS</b>	according to Bills of Lading, always afloat, except where customary for vessels of similar size to lie safely aground, or at Charterers' option, Master to apply by radio to Charterers/Agents (telegraphic address ..... ) for first or sole discharging port orders 96 hours before vessel is due off/at ..... , and Charterers/Agents are to give first or sole discharging port orders by radio within 48 hours of receipt of Master's application unless given earlier. If Master's application is received on a Saturday the time allowed to Charterers or their Agents shall be 52 hours instead of 48 hours.	33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73
<b>FREIGHT RATE(S)</b>	5. Rate of freight ..... ..... ..... ..... ..... ..... 6. Charterers have the option to load the vessel at a second port at ..... ..... extra ..... Orders for second port of loading, if used, to be given to Master ..... ..... 7. Charterers have the option to discharge the vessel at a second port at ..... ..... extra ..... Orders for second port of discharge, if used, to be given to Master ..... 8. If vessel discharges in the UNITED KINGDOM including NORTHERN IRELAND, freight shall be payable concurrently with discharge, to Owners or their designated Agents at ..... , in British Sterling, on English weights delivered, less a deduction for draftage of 2 lbs. per 2000 lbs. of grain discharged if weighed at time of discharge by approved Hopper Scale in drafts of 2000 lbs. or over. 9. For all other destinations freight shall be payable concurrently with discharge to Owners or their designated Agents at port or ports of discharge on outturn weights, in United States funds or, at Charterers'/Receivers' option, in local currency freely transferable to United States funds ..... ..... ..... ..... 10. Captain to call at Charterers', or their Agents' office as requested, and sign Bills of lading as presented in the form customary for grain cargoes, without prejudice to this Charter Party. If Bills of Lading are not ready for signature, the Captain is to deliver to Charterers, or their Agents at loading port(s) a signed copy of his written authority to his agents at loading port(s) to sign Bills of Lading on his behalf. In the event Charterers require that bills of lading show a rate of freight different from that indicated above, Charterers guarantee to pay Owners full freight in accordance with this contract, to be adjusted at the time of final freight settlement. 11. Stevedores at loading port(s) employed by vessel to be approved by Charterers, except if vessel is loaded at ..... ..... then Charterers' Stevedores to be appointed at (rates current at the loading berth(s) (published tariff rate). In all cases Stevedores to be paid by the Owners and to remain their servants. 12. Vessel to be loaded according to Berth Terms in, ..... weather working days of twenty-four consecutive hours each, Sundays and Holidays excepted. Laytime on Saturdays to be computed as follows: a) Notwithstanding any custom of the Port to the contrary, Saturday shall not count as laytime at loading and discharging port or ports where stevedoring labour and/or grain handling facilities are unavailable on Saturday or available only at overtime and/or premium rates. b) In ports where only part of Saturday is affected by such conditions, as described under (a) above, laytime shall count until the expiration of the last straight time period. c) Where six or more hours of work are performed at normal rates, Saturday shall count as a full lay day	

<b>LOADING/DISCHARGE</b>	13. a) If vessel is delayed longer at loading port(s) than provided in clause 12 Charterers to pay Owners demurrage at the rate of..... .....	74
<b>DEMURRAGE</b>	per day or pro rata for part of a day provided such delay shall occur by fault of Charterers or their agents. If sooner despatched Owners to pay Charterers	75
<b>DESPATCH</b>	despatch at ..... per day or pro rata for part of a day for all laytime saved.	76
	Charterers to have the option to deduct despatch from payment of freight.	77
	b) If vessel is delayed longer at the discharge port(s) or despatched sooner than provided in Clause 20, then Owners to collect demurrage or pay despatch as	78
	per rates above	79
<b>NOTIFICATION OF</b>	14. Notification of the vessel's readiness to load and/or discharge at the first or sole loading or discharging port must be delivered at the office of	80
<b>READINESS TO LOAD</b>	Charterers/Receivers or their Agents, at or before 4 P.M. on any normal business day (or at or before 12 o'clock noon, if on Saturday, unless Saturday is a holiday), Vessel	81
<b>AND/OR DISCHARGE</b>	also having been entered at the Custom House, accompanied at loading port(s) by:	82
	a) In United States Ports:	83
	I. Certificate of readiness for all Cargo Compartments issued by the National Cargo Bureau, Inc.;	84
	II. Certificate that all Cargo Compartments are free of insect infestation, and objectionable odours issued by a Grain Inspector holding a licence	85
	issued by the U.S. Department of Agriculture pursuant to the U.S. Grain Standards Act, or other official body customarily issuing such	86
	certificate;	87
	b) in Canadian ports:	88
	I. Certificate of Readiness for all Cargo Compartments issued by the Port Warden;	89
	II. Certificate that all Cargo Compartments are free of insect infestation, and objectionable odours issued by a Grain Inspector employed by the	90
	Canada Department of Agriculture or other official body customarily issuing such certificate(s) (and/or U.S. Grain Inspector if loading U.S.	91
	grain in a Canadian port)	92
	and also confirmation, in Master's Notice of Readiness that Vessel's gear certificate as required by U.S. Department of Labour, or any similar authority,	93
	where applicable, is in order;	94
	and the laydays will then commence at 8 A.M. on the next business day, whether in berth or not.	95
	At second and subsequent ports of loading and/or discharge, if used, time to count at the beginning of the next regular working period after notification of vessel's	96
	readiness to load or discharge has been delivered at the office of the Charterers/Receivers or their agents during ordinary business hours, vessel also having been	97
	entered at the Custom House, whether in berth or not.	98
<b>LAYDAYS</b>	15. Time for loading, if required by Charterers, not to commence before 8 A.M. on ..... 49 ...	99
<b>CANCELLING DATE</b>	16. Should the Notice or Readiness at loading port not be delivered as per Clause 14 by twelve o'clock noon on the .....	100
	day of ..... 49..... , the Charterers or their Agents shall at said hour and at any time thereafter, but not later than the	101
	presentation of Notice of Readiness together with the required certificates at said office, have the option of cancelling this Charter Party.	102
<b>BERTHS</b>	17. a) At loading port(s) Charterers are entitled to up to three loading berths per port free of expense to Charterers. Charterers also have the liberty of additional	103
	loading berths per port, and for berths used over three at each port, all shifting expenses including bunker fuel used to be for Charterers' account and all laytime used for	104
	shifting to count.	105
	b) At each port of discharge Charterers/Receivers have the option of two or more discharging berths, all shifting expenses including bunker fuel used to be for	106
	Charterers'/Receivers' account, and all laytime used for shifting to count.	107
	c) Shifting/warping as ordered by the Elevator Authorities/Port Authorities/National Cargo Bureau/Port Warden for any purpose not to be counted as addi-	108
	tional loading/discharging berths.	109
	18. Any securing (bagging or strapping, etc.) required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for by	110
	Owners and time used not to count as laytime.	111
<b>AVONMOUTH/HULL/</b>	19. If vessel is unable to enter Avonmouth or Hull or Glasgow immediately upon arrival owing to congestion, vessel shall be permitted to tender on arrival at	112
<b>GLASGOW</b>	anchorage in Walton Bay or Spurn Head or Tail of the Bank, as applicable, and laytime to commence in accordance with clause 14. Time shifting from anchorage to	113
	discharge berth not to count as laytime	114

<b>DISCHARGE TERMS</b>	20. Cargo to be discharged/received at the average rate of ..... tons per weather working day of 24 consecutive hours each, provided vessel can deliver at this rate. Sundays and Holidays excepted. Saturdays to be computed as per clause 12. ..... .....	115 116 117 118
<b>STEVEDORES AT DISCHARGE PORT(S)</b>	21. Stevedores at discharge to be appointed by ..... and paid by ..... If discharging in the United Kingdom including Northern Ireland, and if required by Charterers, vessel to discharge at Receivers' berth, provided same is accessible and available and workable on arrival, or time to count. When discharging at Receivers' wharf or berth if required, Receivers' stevedores to be employed at the current rate of the port at the time of commencement of discharge.	119 120 121 122
<b>SEAWORTHY TRIM OVERTIME</b>	22. If ordered to discharge at two (2) or more ports, vessel is to be left in seaworthy trim to Master's satisfaction to proceed between ports. 23. Overtime at loading and discharging ports shall be for account of the party ordering same, except overtime for vessel's officers and crew always to be for Owners' account.	123 124 125
<b>WINCHES POWER AND LIGHTS</b>	24. If required, master to give free use of vessel's winches and power to drive the gear, runners, ropes and slings' as on board, and winchmen from the crew. If shore regulations do not permit the crew to work winches, then shore-winches, if used, to be for Charterers' account at loading port(s) and Receivers' account at discharging port(s), Master also to give free use of vessel's lighting as on board, if required, for night work.	126 127 128
<b>LIGHTRAGE CLAUSE</b>	25. Should the vessel be ordered to discharge at a place at which there is not sufficient water for her to get the first tide after arrival without lightening, and lie always afloat, lay days are to count from 48 hours after her arrival at a safe anchorage for similar vessels bound for such place and any lighterage incurred to enable her to reach the place of discharge is to be at the expense and risk of the Receiver of the cargo; any custom of the port or place to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the port of discharge is not to count.	129 130 131 132
<b>AGENTS</b>	26. .... Agents to be employed at loading port(s) and .... Agents to be employed at discharging port(s). 27. At discharging port(s), vessel to open hatches and remove beams, also to close hatches and replace beams all at vessel's time, risk and expense. Dismantling of shifting boards and/or bulking if any at discharging port(s) to be at Owners' time, risk and expense.	133 134 135
<b>BROKERAGE COMMISSION</b>	28. A brokerage commission of ..... percent on gross freight, dead freight and demurrage is payable by Owners to ..... ..... ..... vessel lost or not lost, this contract performed or not performed, and all such commission shall be considered earned and due upon signing of this Charter Party. With Charterers' approval this brokerage commission may be deducted from the freight at time of payment, for remittance to broker(s).	136 137 138 139 140
<b>ADDRESS COMMISSION</b>	29 An address commission of ..... % on gross freight, dead freight and demurrage is due to charterers on shipment of cargo, vessel lost or not lost, charterers having the right to deduct such commission from payment of freight.	141 142
<b>LIEN</b>	30. Vessel to have a lien on the cargo for all freight, dead freight, demurrage or average.	143
<b>CESSER CLAUSE</b>	31. Charterers' liability under this Charter to cease on cargo being shipped	144
<b>ASSIGNMENT</b>	32. Charterers, or their Agents, have the privilege of transferring/assigning all or part of this Charter to others, guaranteeing to the Owners the due fulfilment of this Charter.	145 146
<b>GENERAL AVERAGE</b>	33. General Average shall be payable according to the York/Antwerp Rules 1974 and be settled in .....	147
<b>NEW JASON CLAUSE</b>	34. Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agent may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery." and the charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.	148 149 150 151 152 153 154 155 156

<b>ARBITRATION NEW YORK (delete if inapplicable)</b>	35 Any dispute between Owners and Charterers arising out of this Charter shall be arbitrated at New York in the following manner: One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the court. The arbitrators shall be commercial men.	157 158 159 160 161 162 163 164 165
<b>ARBITRATION LONDON (delete if inapplicable)</b>	36. All disputes from time to time arising out of this contract shall, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitrament of two Arbitrators carrying on business in London who shall be Members of the Baltic and engaged in the Shipping and/or Grain Trades, one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. Any claim must be made in writing and Claimants' Arbitrator appointed within three months of final discharge and where this provision is not complied with the claim shall be deemed to be waived and absolutely barred. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his acting be taken before the award is made.	166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182
<b>EXCEPTIONS CLAUSE</b>	37. It is also mutually agreed that the Carrier shall not be liable for loss or damage occasioned by causes beyond his control, by the perils of the seas or other waters, by fire from any cause, wheresoever occurring, by barratry of the master or crew, by enemies, pirates or robbers, by arrests and restraint of Princes, rulers or people, by explosion, bursting of boilers, breakage of shafts or any latent defect in hull, machinery or appurtenances, by collisions, stranding or other accidents of navigation of whatsoever kind (even when occasioned by the negligence, default or error in judgment, of the pilot, master, mariners or other servants of the ship owner, not resulting, however, in any case, from want of due diligence by the owners of the ship or any of them, or by the Ship's Husband or Manager).	183 184 185 186 187 188 189 190 191
<b>WAR RISK CLAUSE</b>	38. (1) No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charter party as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered (2) The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or by any other Government or any department thereof or any person acting or purporting to act with the authority of such Government, or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.	192 193 194 195 196 197 198 199 200
<b>STRIKE CLAUSE</b>	39. If the cargo cannot be loaded by reason of riots, civil commotions or of a strike or lock-out of any class of workmen essential to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by riots, civil commotions or a strike or lock-out on the railways, or in the docks, or other loading places, or if the cargo cannot be discharged by reason of riots, civil commotions, or of a strike or lock-out of any class of workmen essential to the discharge, the time for loading and/or discharging, as the case may be, shall not count during the continuance of such causes, provided that a strike or lock-out of the Shippers' and/or Receivers' men shall not prevent demurrage from accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the strike or lock-out. In case of any delay by reason of the aforementioned causes, no claim for damages or demurrage shall be made by the Charterers/Receivers of the cargo, or Owners of the ship. For the purpose, however, of settling despatch accounts, any time lost by the ship through any of the above causes at loading port(s) shall be counted only as time used in loading, and, if occurring at discharging port(s) only to be counted as time used in discharging.	192 193 194 195 196 197 198 199 200
<b>P AND I BUNKER CLAUSE</b>	40. The ship shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker oil is available for the purpose of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in this Charter Party and may there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks and deep tanks and any other compartment in which oil can be carried, whether such amount is or is not required for the chartered voyage.	192 193 194 195 196 197 198 199 200
<b>BOTH TO BLAME COLLISION CLAUSE</b>	41. If the liability for any collision in which the ship is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following clause shall apply: "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners	192 193 194 195 196 197 198 199 200

of the said goods. paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.	201
The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact."	202
and the charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.	203
42. It is also mutually agreed that this contract shall be completed and superseded by the signing of Bills of Lading which shall be deemed to incorporate the above clauses as well as containing the following additional clause(s):	204
"This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such term shall be void to that extent but no further.-	205
"This Bill of lading, so far as it relates to the carriage of goods by water, shall have effect, subject to the provisions of the Water Carriage of Goods Act, 1936, enacted by the Parliament of the Dominion of Canada, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities, or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that extent, but no further."	206
<b>U.S.A. CLAUSE</b>	207
<b>PARAMOUNT (delete if inapplicable)</b>	208
<b>CANADIAN CLAUSE</b>	209
<b>PARAMOUNT (delete if inapplicable)</b>	210
	211
	212
	213
	214
	215

This Charter Party is a computer generated copy of the BALTIMORE FORM C BERTH GRAIN CHARTER PARTY (Adapted 1963, Amended 1st July 1974) form printed using software which is the copyright of Chinsay AB ("Chinsay"). Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the preprinted text of this document which is not clearly visible, the text of the original approved document shall apply. Chinsay assume no responsibility for any loss or damage caused as a result of any discrepancies between the original approved document and this document.