



**UNIFORM TIME CHARTER PARTY
FOR OFFSHORE SERVICE VESSELS
CODE NAME: "SUPPLYTIME 89"**

PART I

ISSUED BY
The Documentary Committee of
The Baltic and International Maritime Council (BIMCO), Copenhagen
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ADOPTED BY
International Support Vessel Owners'
Association (ISOA), London

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The Baltic and International Maritime Council
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1. Place and date		3. Charterers/Place of business (full style, address and telex/telefax no.) (Cl. 1(a))	
2. Owners/Place of business (full style, address and telex/telefax no.) (Cl. 1(a))		6. Cancelling date (Cl. 2(a) and (c))	
4. Vessel's name (Cl. 1(a))	5. Date of delivery (Cl. 2(a))	7. Port or place of redelivery/notice of redelivery (Cl. 2(d))	
7. Port or place of delivery (Cl. 2(a))		(i) Port or place of redelivery	
		(ii) Number of days' notice of redelivery	
9. Period of hire (Cl. 1(a))		10. Extension of period of hire (optional) (Cl. 1(b))	
		(i) Period of extension	
		(ii) Advance notice for declaration of option (days)	
11. Automatic extension period to complete voyage or well (Cl. 1(c))		12. Mobilisation charge (lump sum and when due) (Cl. 2(b)(i))	
(i) Voyage or well (state which)		(i) Lump sum	
(ii) Maximum extension period (state number of days)		(ii) When due	
		13. Port or place of mobilisation (Cl. 2(b)(i))	
14. Early termination of charter (state amount of hire payable) (Cl. 26(a))		15. Number of days' notice of early termination (Cl. 26(a))	16. Demobilisation charge (lump sum) (Cl. 2(e) and Cl. 26(a))
17. Area of operation (Cl. 5(a))		18. Employment of vessel restricted to (state nature of service(s)) (Cl. 5(a))	

(continued)

19. Charter hire (state rate and currency) (Cl. 10(a) and (d))		20. Extension hire (if agreed, state rate) (Cl. 10(b))	
21. Invoicing for hire and other payments (Cl. 10(d)) (i) state whether to be issued in advance or arrears (ii) state to whom to be issued if addressee other than stated in Box 2 (iii) state to whom to be issued if addressee other than stated in Box 3		22. Payments (state mode and place of payment; also state beneficiary and bank account) (Cl. 10(e))	
23. Payment of hire, bunker invoices and disbursements for Charterers' account (state maximum number of days) (Cl. 10(e))		24. Interest rate payable (Cl. 10(e))	25. Maximum audit period (Cl. 10(f))
26. Meals (state rate agreed) (Cl. 5(c)(i))	27. Accommodation (state rate agreed) (Cl. 5(c)(ii))	28. Mutual Waiver of Recourse (<u>optional</u> , state whether applicable) (Cl. 12(f))	
29. Sublet (state amount of daily increment to charter hire) (Cl. 17(b))		30. War (state name of countries) (Cl. 19(e))	
31. General average (place of settlement - only to filled in if other than London) (Cl. 21)		32. Breakdown (state period) (Cl. 26(b)(v))	
33. Law and arbitration (state Cl. 31(a) or 31(b) or 31(c), as agreed; if Cl. 31(c) agreed also state place of arbitration) (Cl. 31)		34. Numbers of additional clauses covering special provisions, if agreed	
35. Names and addresses for notices and other communications required to be given by <u>the Owners</u> (Cl. 28)		36. Names and addresses for notices and other communications required to be given by <u>the Charterers</u> (Cl. 28)	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I, including additional clauses if any agreed and stated in Box 34, and PART II as well as ANNEX "A" and ANNEX "B" as annexed to this Charter. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX "A" and ANNEX "B" to the extent of such conflict but no further. ANNEX "C" as annexed to this Charter is optional and shall only apply if expressly agreed and stated in Box 28.

Signature (Owners)	Signature (Charterers)
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PART II
"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

Crew. The Vessel will be operated and the services hereunder will be rendered as requested by the Charterers, subject always to the exclusive right of the Owners or the Master of the Vessel to determine whether operation of the Vessel may be safely undertaken. In the performance of the Charter Party, the Owners are deemed to be an independent contractor, the Charterers being concerned only with the results of the services performed.	154 155 156 157 158 159
7. Owners to Provide	160
(a) The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew; all maintenance and repair of the Vessel's hull, machinery and equipment as specified in ANNEX "A"; also, except as otherwise provided in this Charter Party, for all insurance on the Vessel, all dues and charges directly related to the Vessel's flag and/or registration, all deck, cabin and engineroom stores, cordage required for ordinary ship's purposes mooring alongside in harbour, and all fumigation expenses and de-ratisation certificates. The Owners' obligations under this Clause extend to cover all liabilities for consular charges appertaining to the Master, Officers and Crew, customs or import duties arising at any time during the performance of this Charter Party in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for and the Owners shall refund to the Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability.	161 162 163 164 165 166 167 168 169 170 171 172 173 174 175
(b) On delivery the Vessel shall be equipped, if appropriate, at the Owners' expense with any towing and anchor handling equipment specified in Section 5(b) of ANNEX "A". If during the Charter Period any such equipment becomes lost, damaged or unseaworthy, other than as a result of the Owners' negligence, the Charterers shall either provide, or direct the Owners to provide, an equivalent replacement at the Charterers' expense.	176 177 178 179 180 181
8. Charterers to Provide	182
(a) While the Vessel is on hire the Charterers shall provide and pay for all fuel, lubricants, water, dispersants, firefighting foam and transport thereof, port charges, pilotage and boatmen and canal steersmen (whether compulsory or not), launch hire (unless incurred in connection with the Owners' business), light dues, tug assistance, canal, dock, harbour, tonnage and other dues and charges, agencies and commissions incurred on the Charterers' business, costs for security or other watchmen, and of quarantine (if occasioned by the nature of the cargo carried or the ports visited whilst employed under this Charter Party but not otherwise).	183 184 185 186 187 188 189 190 191
(b) At all times the Charterers shall provide and pay for the loading and unloading of cargoes so far as not done by the Vessel's crew, cleaning of cargo tanks, all necessary dunnage, uprights and shoring equipment for securing deck cargo, all cordage except as to be provided by the Owners, all ropes slings and special runners (including bulk cargo discharge hoses) actually used for loading and discharging, inert gas required for the protection of cargo, and electrodes used for offshore works, and shall reimburse the Owners for the actual cost of replacement of special mooring lines to offshore units, wires, nylon spring lines etc. used for offshore works, all hose connections and adaptors, and further, shall refill oxygen/acetylene bottles used for offshore works.	192 193 194 195 196 197 198 199 200 201 202
(c) The Charterers shall pay for customs duties, all permits, import duties (including costs involved in establishing temporary or permanent importation bonds), and clearance expenses, both for the Vessel and/or equipment, required for or arising out of this Charter Party.	203 204 205 206
9. Bunkers	207
Unless otherwise agreed, the Vessel shall be delivered with bunkers and lubricants as on board and redelivered with sufficient bunkers to reach the next bunkering stage en route to her next port of call. The Charterers upon delivery and the Owners upon redelivery shall take over and pay for the bunkers and lubricants on board at the prices prevailing at the times and ports of delivery and redelivery.	208 209 210 211 212 213
10. Hire and Payments	214
(a) <u>Hire</u> . - The Charterers shall pay Hire for the Vessel at the rate stated in Box 19 per day or pro rata for part thereof from the time that the Vessel is delivered to the Charterers until the expiration or earlier termination of this Charter Party.	215 216 217 218
(b) <u>Extension Hire</u> . - If the option to extend the Charter Period under Clause 1(b) is exercised, Hire for such extension shall, unless stated in Box 20, be mutually agreed between the Owners and the Charterers.	219 220 221
(c) <u>Adjustment of Hire</u> . - The rate of hire shall be adjusted to reflect documented changes, after the date of entering into the Charter Party or the date of commencement of employment, whichever is earlier, in the Owners' costs arising from changes in the Charterers' requirements or regulations governing the Vessel and/or its Crew or this Charter Party.	222 223 224 225 226
(d) <u>Invoicing</u> . - All invoices shall be issued in the contract currency stated in Box 19. In respect of reimbursable expenses incurred in currencies other	227 228
than the contract currency, the rate of exchange into the contract currency shall be that quoted by the Central Bank of the country of such other currency as at the date of the Owners' invoice. Invoices covering Hire and any other payments due shall be issued monthly as stated in Box 21(f) or at the expiration or earlier termination of this Charter Party. Notwithstanding the foregoing, bunkers and lubricants on board at delivery shall be invoiced at the time of delivery.	229 230 231 232 233 234 235
(e) <u>Payments</u> . - Payments of Hire, bunker invoices and disbursements for the Charterers' account shall be received within the number of days stated in Box 23 from the date of receipt of the invoice. Payment shall be made in the contract currency in full without discount to the account stated in Box 22. However any advances for disbursements made on behalf of and approved by the Owners may be deducted from Hire due.	236 237 238 239 240 241
If payment is not received by the Owners within 5 banking days following the due date the Owners are entitled to charge interest at the rate stated in Box 24 on the amount outstanding from and including the due date until payment is received.	242 243 244 245
Where an invoice is disputed, the Charterers shall in any event pay the undisputed portion of the invoice but shall be entitled to withhold payment of the disputed portion provided that such portion is reasonably disputed and the Charterers specify such reason. Interest will be chargeable at the rate stated in Box 24 on such disputed amounts where resolved in favour of the Owners. Should the Owners prove the validity of the disputed portion of the invoice, balance payment shall be received by the Owners within 5 banking days after the dispute is resolved. Should the Charterers' claim be valid, a corrected invoice shall be issued by the Owners.	246 247 248 249 250 251 252 253 254
In default of payment as herein specified, the Owners may require the Charterers to make payment of the amount due within 5 banking days of receipt of notification from the Owners; failing which the Owners shall have the right to withdraw the Vessel without prejudice to any claim the Owners may have against the Charterers under this Charter Party.	255 256 257 258 259
While payment remains due the Owners shall be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, in respect of which the Charterers hereby indemnify the Owners, and Hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account.	260 261 262 263 264 265
(f) <u>Audit</u> . - The Charterers shall have the right to appoint an independent chartered accountant to audit the Owners' books directly related to work performed under this Charter Party at any time after the conclusion of the Charter Party, up to the expiry of the period stated in Box 25, to determine the validity of the Owners' charges hereunder. The Owners undertake to make their records available for such purposes at their principal place of business during normal working hours. Any discrepancies discovered in payments made shall be promptly resolved by invoice or credit as appropriate.	266 267 268 269 270 271 272 273
11. Suspension of Hire	274
(a) If as a result of any deficiency of Crew or of the Owners' stores, strike of Master, Officers and Crew, breakdown of machinery, damage to hull or other accidents to the Vessel, the Vessel is prevented from working, no Hire shall be payable in respect of any time lost and any Hire paid in advance shall be adjusted accordingly provided always however that Hire shall not cease in the event of the Vessel being prevented from working as aforesaid as a result of:	275 276 277 278 279 280
(i) the carriage of cargo as noted in Clause 5(c)(iii) and (iv);	281
(ii) quarantine or risk of quarantine unless caused by the Master, Officers or Crew having communication with the shore at any infected area not in connection with the employment of the Vessel without the consent or the instructions of the Charterers;	282 283 284 285
(iii) deviation from her Charter Party duties or exposure to abnormal risks at the request of the Charterers;	286 287
(iv) detention in consequence of being driven into port or to anchorage through stress of weather or trading to shallow harbours or to river or ports with bars or suffering an accident to her cargo, when the expenses resulting from such detention shall be for the Charterers' account howsoever incurred;	288 289 290 291 292
(v) detention or damage by ice;	293
(vi) any act or omission of the Charterers, their servants or agents.	294
(b) <u>Liability for Vessel not Working</u> . - The Owners' liability for any loss, damage or delay sustained by the Charterers as a result of the Vessel being prevented from working by any cause whatsoever shall be limited to suspension of hire.	295 296 297 298
(c) <u>Maintenance and Drydocking</u> . - Notwithstanding sub-clause (a) hereof, the Charterers shall grant the Owners a maximum of 24 hours on hire, which shall be cumulative, per month or pro rata for part of a month from the commencement of the Charter Period for maintenance and repairs including drydocking (hereinafter referred to as "maintenance allowance"). The Vessel shall be drydocked at regular intervals. The Charterers shall place the Vessel at the Owners' disposal clean of cargo, at a port (to be nominated by the Owners at a later date) having facilities suitable to the Owners for the	299 300 301 302 303 304 305 306

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purpose of such drydocking. 307
During reasonable voyage time taken in transits between such port and Area 308
of Operation the Vessel shall be on hire and such time shall not be counted 309
against the accumulated maintenance allowance. 310
Hire shall be suspended during any time taken in maintenance repairs and 311
drydocking in excess of the accumulated maintenance allowance. 312
In the event of less time being taken by the Owners for repairs and drydocking 313
or, alternatively, the Charterers not making the Vessel available for all or part 314
of this time, the Charterers shall, upon expiration or earlier termination of the 315
Charter Party, pay the equivalent of the daily rate of Hire then prevailing in 316
addition to Hire otherwise due under this Charter Party in respect of all such 317
time not so taken or made available. 318
Upon commencement of the Charter Period, the Owners agree to furnish the 319
Charterers with the Owners' proposed drydocking schedule and the 320
Charterers agree to make every reasonable effort to assist the Owners in 321
adhering to such predetermined drydocking schedule for the Vessel. 322

12. Liabilities and Indemnities 323

(a) Owners. - Notwithstanding anything else contained in this Charter Party 324
excepting Clauses 5(c)(iii), 7(b), 8(b), 12(g), 15(c) and 21, the Charterers shall 325
not be responsible for loss of or damage to the property of the Owners or of 326
their contractors and sub-contractors, including the Vessel, or for personal 327
injury or death of the employees of the Owners or of their contractors and 328
sub-contractors, arising out of or in any way connected with the performance 329
of this Charter Party, even if such loss, damage, injury or death is caused 330
wholly or partially by the act, neglect, or default of the Charterers, their 331
employees, contractors or sub-contractors, and even if such loss, damage, 332
injury or death is caused wholly or partially by unseaworthiness of any vessel; 333
and the Owners shall indemnify, protect, defend and hold harmless the 334
Charterers from any and against all claims, costs, expenses, actions, 335
proceedings, suits, demands and liabilities whatsoever arising out of or in 336
connection with such loss, damage, personal injury or death. 337

(b) Charterers. - Notwithstanding anything else contained in this Charter 338
Party excepting Clause 21, the Owners shall not be responsible for loss of, 339
damage to, or any liability arising out of anything towed by the Vessel, any 340
cargo laden upon or carried by the Vessel or her tow, the property of the 341
Charterers or of their contractors and sub-contractors, including their 342
offshore units, or for personal injury or death of the employees of the 343
Charterers or of their contractors and sub-contractors (other than the Owners 344
and their contractors and sub-contractors) or of anyone on board anything 345
towed by the Vessel, arising out of or in any way connected with the 346
performance of this Charter Party, even if such loss, damage, liability, injury 347
or death is caused wholly or partially by the act, neglect or default of the 348
Owners, their employees, contractors or sub-contractors, and even if such 349
loss, damage, liability, injury or death is caused wholly or partially by the 350
unseaworthiness of any vessel; and the Charterers shall indemnify, protect, 351
defend and hold harmless the Owners from any and against all claims, costs, 352
expenses, actions, proceedings, suits, demands, and liabilities whatsoever 353
arising out of or in connection with such loss, damage, liability, personal 354
injury or death. 355

(c) Consequential Damages. -Neither party shall be liable to the other for, and 356
each party hereby agrees to protect, defend and indemnify the other against, 357
any consequential damages whatsoever arising out of or in connection with 358
the performance or non-performance of this Charter Party, including, but not 359
limited to, loss of use, loss of profits, shut-in or loss of production and cost of 360
insurance. 361

(d) Limitations. - Nothing contained in this Charter Party shall be construed or 362
held to deprive the Owners or the Charterers, as against any person or party, 363
including as against each other, of any right to claim limitation of liability 364
provided by any applicable law, statute or convention, save that nothing in 365
this Charter Party shall create any right to limit liability. Where the Owners or 366
the Charterers may seek an indemnity under the provisions of this Charter 367
Party or against each other in respect of a claim brought by a third party, the 368
Owners or the Charterers shall seek to limit their liability against such third 369
party. 370

(e) Himalaya Clause. - (i) All exceptions, exemptions, defences, immunities, 371
limitations of liability, indemnities, privileges and conditions granted or 372
provided by this Charter Party or by any applicable statute, rule or regulation 373
for the benefit of the Charterers shall also apply to and be for the benefit of the 374
Charterers' parent, affiliated, related and subsidiary companies; the 375
Charterers' contractors, sub-contractors, clients, joint venturers and joint 376
interest owners (always with respect to the job or project on which the Vessel 377
is employed); their respective employees and their respective underwriters. 378

(ii) All exceptions, exemptions, defences, immunities, limitations of liability, 379
indemnities, privileges and conditions granted or provided by this Charter 380
Party or by any applicable statute, rule or regulation for the benefit of the 381
Owners shall also apply to and be for the benefit of the Owners' parent, 382
affiliated, related and subsidiary companies, the Owners' sub-contractors, 383
the Vessel, its Master, Officers and Crew, its registered owner, its operator, its 384

demise charterer(s), their respective employees and their respective 385
underwriters. 386

(iii) The Owners or the Charterers shall be deemed to be acting as agent or 387
trustee of and for the benefit of all such persons and parties set forth above, 388
but only for the limited purpose of contracting for the extension of such 389
benefits to such persons and parties. 390

(f) Mutual Waiver of Recourse (Optional, only applicable if stated in Box 28, but 391
regardless of whether this option is exercised the other provisions of Clause 12 392
shall apply and shall be paramount) 393

In order to avoid disputes regarding liability for personal injury or death of 394
employees or for loss of or damage to property, the Owners and the 395
Charterers have entered into, or by this Charter Party agree to enter into, an 396
Agreement for Mutual Indemnity and Waiver of Recourse (in a form 397
substantially similar to that specified in ANNEX "C") between the Owners, the 398
Charterers and the various contractors and sub-contractors of the Charterers. 399

(g) Hazardous and Noxious Substances. - Notwithstanding any other 400
provision of this Charter Party to the contrary, the Charterers shall always be 401
responsible for any losses, damages or liabilities suffered by the Owners, 402
their employees, contractors or sub-contractors, by the Charterers, or by 403
third parties, with respect to the Vessel or other property, personal injury or 404
death, pollution or otherwise, which losses, damages or liabilities are caused, 405
directly or indirectly, as a result of the Vessel's carriage of any hazardous and 406
noxious substances in whatever form as ordered by the Charterers, and the 407
Charterers shall defend, indemnify the Owners and hold the Owners harmless 408
for any expense, loss or liability whatsoever or howsoever arising with 409
respect to the carriage of hazardous or noxious substances. 410

13. Pollution 411

(a) Except as otherwise provided for in Clause 15(c)(iii), the Owners shall be 412
liable for, and agree to indemnify, defend and hold harmless the Charterers 413
against, all claims, costs, expenses, actions, proceedings, suits, demands 414
and liabilities whatsoever arising out of actual or potential pollution damage 415
and the cost of cleanup or control thereof arising from acts or omissions of 416
the Owners or their personnel which cause or allow discharge, spills or leaks 417
from the Vessel, except as may emanate from cargo thereon or therein. 418

(b) The Charterers shall be liable for and agree to indemnify, defend and hold 419
harmless the Owners from all claims, costs, expenses, actions, proceedings, 420
suits, demands, liabilities, loss or damage whatsoever arising out of or 421
resulting from any other actual or potential pollution damage, even where 422
caused wholly or partially by the act, neglect or default of the Owners, their 423
employees, contractors or sub-contractors or by the unseaworthiness of the 424
Vessel. 425

14. Insurance 426

(a)(i) The Owners shall procure and maintain in effect for the duration of this 427
Charter Party, with reputable insurers, the insurances set forth in ANNEX "B". 428
Policy limits shall not be less than those indicated. Reasonable deductibles 429
are acceptable and shall be for the account of the Owners. 430

(ii) The Charterers shall upon request be named as co-insured. The Owners 431
shall upon request cause insurers to waive subrogation rights against the 432
Charterers (as encompassed in Clause 12(e)(i)). Co-insurance and/or 433
waivers of subrogation shall be given only insofar as these relate to liabilities 434
which are properly the responsibility of the Owners under the terms of this 435
Charter Party. 436

(b) The Owners shall upon request furnish the Charterers with certificates of 437
insurance which provide sufficient information to verify that the Owners have 438
complied with the insurance requirements of this Charter Party. 439

(c) If the Owners fail to comply with the aforesaid insurance requirements, the 440
Charterers may, without prejudice to any other rights or remedies under this 441
Charter Party, purchase similar coverage and deduct the cost thereof from 442
any payment due to the Owners under this Charter Party. 443

15. Saving of Life and Salvage 444

(a) The Vessel shall be permitted to deviate for the purpose of saving life at 445
sea without prior approval of or notice to the Charterers and without loss of 446
Hire provided however that notice of such deviation is given as soon as 447
possible. 448

(b) Subject to the Charterers' consent, which shall not be unreasonably 449
withheld, the Vessel shall be at liberty to undertake attempts at salvage, it 450
being understood that the Vessel shall be off hire from the time she leaves 451
port or commences to deviate and she shall remain off-hire until she is again 452
in every way ready to resume the Charterers' service at a position which is not 453
less favourable to the Charterers than the position at the time of leaving port 454
or deviating for the salvage services. 455

All salvage monies earned by the Vessel shall be divided equally between the 456
Owners and the Charterers, after deducting the Master's, Officers' and Crew's 457
share, legal expenses, value of fuel and lubricants consumed, Hire of the 458
Vessel lost by the Owners during the salvage, repairs to damage sustained, if 459
any, and any other extraordinary loss or expense sustained as a result of the 460

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salvage.	461	18. Substitute Vessel	537
The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.	462	The Owners shall be entitled at any time, whether before delivery or at any other time during the Charter Period, to provide a substitute vessel, subject to the Charterers' prior approval which shall not be unreasonably withheld.	538 539 540
(c) The Owners shall waive their right to claim any award for salvage performed on property owned by or contracted to the Charterers, always provided such property was the object of the operation the Vessel chartered for, and the Vessel shall remain on hire when rendering salvage services to such property. This waiver is without prejudice to any right the Vessel's Master, Officers and Crew may have under any title.	464 465 466 467 468 469	19. War	541
If the Owners render assistance to such property in distress on the basis of "no claim for salvage", then, notwithstanding any other provisions contained in this Charter Party and even in the event of neglect or default of the Owners, Master, Officers or Crew:	470 471 472 473	(a) Unless the consent of the Owners be first obtained, the Vessel shall not be ordered nor continue to any port or place or on any voyage nor be used any service which will bring the Vessel within a zone which is dangerous as a result of any actual or threatened act of war, war, hostilities, warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or state whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any government or rulers.	542 543 544 545 546 547 548 549 550 551 552 553
(i) The Charterers shall be responsible for and shall indemnify the Owners against payments made, under any legal rights, to the Master, Officers and Crew in relation to such assistance.	474 475 476	(b) Should the Vessel approach or be brought or ordered within such zone, or be exposed in any way to the said risks, (i) the Owners shall be entitled from time to time to insure their interest in the Vessel for such terms as they deem fit up to its open market value and also in the Hire against any of the risks likely to be involved thereby, and the Charterers shall make a refund on demand of any additional premium thereby incurred, and (ii) notwithstanding the terms of Clause 11 Hire shall be payable for all time lost including any loss owing to loss of or injury to the Master, Officers, Crew or passengers or to refusal by any of them to proceed to such zone or to be exposed to such risks.	554 555 556 557 558 559 560 561 562
(ii) The Charterers shall be responsible for and shall reimburse the Owners for any loss or damage sustained by the Vessel or her equipment by reason of giving such assistance and shall also pay the Owners' additional expenses thereby incurred.	477 478 479 480	(c) In the event of additional insurance premiums being incurred or the wages of the Master and/or Officers and/or Crew and/or the cost of provisions and/ stores for deck and/or engine room being increased by reason of or during the existence of any of the matters mentioned in sub-clause (a) the amount of any additional premium and/or increase shall be added to the Hire, and paid by the Charterers on production of the Owners' account therefor, such account being rendered monthly.	563 564 565 566 567 568 569
(iii) The Charterers shall be responsible for any actual or potential spill, seepage and/or emission of any pollutant howsoever caused occurring within the offshore site and any pollution resulting therefrom wheresoever it may occur and including but not limited to the cost of such measures as are reasonably necessary to prevent or mitigate pollution damage, and the Charterers shall indemnify the Owners against any liability, cost or expense arising by reason of such actual or potential spill, seepage and/or emission.	481 482 483 484 485 486 487 488	(d) The Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any other way whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or any person (or body) acting or purporting to act with the authority of such government or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such orders or directions.	570 571 572 573 574 575 576
(iv) The Vessel shall not be off-hire as a consequence of giving such assistance, or effecting repairs under sub-paragraph (ii) of this sub-clause, and time taken for such repairs shall not count against time granted under Clause 11(c).	489 490 491 492	(e) In the event of the outbreak of war (whether there be a declaration of war or not) between any of the countries stated in Box 30 or in the event of the nation under whose flag the Vessel sails becoming involved in war (whether there be a declaration of war or not) either the Owners or the Charterers may terminate this Charter Party, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with PART I if it 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 or place as directed by the Owners, or if the Vessel has no cargo on board, at the port or place at which it then is or at sea at a near, open and safe port or place as directed by the Owners. In all cases Hire shall continue to be paid and, except as aforesaid, all other provisions of this Charter Party shall apply until redelivery.	577 578 579 580 581 582 583 584 585 586 587 588
(v) The Charterers shall indemnify the Owners against any liability, cost and/or expense whatsoever in respect of any loss of life, injury, damage or other loss to person or property howsoever arising from such assistance.	493 494 495 496	(f) If in compliance with the provisions of this Clause anything is done or is not done, such shall not be deemed a deviation.	589 590
16. Lien	497	The Charterers shall procure that all Bills of Lading (if any) issued under this Charter Party shall contain the stipulations contained in sub-clauses (a), (d) and (f) of this Clause.	591 592 593
The Owners shall have a lien upon all cargoes for all claims against the Charterers under this Charter Party and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned. 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. Except as provided in Clause 12, the Charterers shall indemnify and hold the Owners harmless against any lien of whatsoever nature arising upon the Vessel during the Charter Period while she is under the control of the Charterers, and against any claims against the Owners arising out of the operation of the Vessel by the Charterers or out of any neglect of the Charterers in relation to the Vessel or the operation thereof.	498 499 500 501 502 503 504 505 506 507 508	20. Excluded Ports	594
Should the Vessel be arrested by reason of claims or liens arising out of her operation hereunder, unless brought about by the act or neglect of the Owners, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their own expense put up bail to secure release of the Vessel.	509 510 511 512 513	(a) The Vessel shall not be ordered to nor bound to enter without the Owners' written permission (a) any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel;	595 596 597
17. Sublet and Assignment	514	(b) any ice-bound place or any place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival or where there is risk that ordinarily the Vessel will not be able on account of ice to reach the place or to get out after having completed her operations. The Vessel shall not be obliged to force ice nor to follow an icebreaker. If, on account of ice, the Master considers it dangerous to remain at the loading or discharging place for fear of the Vessel being frozen in and/or damaged he has liberty to sail to a convenient open place and await the Charterers' fresh instructions.	598 599 600 601 602 603 604 605 606
(a) <u>Charterers</u> . - The Charterers shall have the option of subletting, assigning or loaning the Vessel to any person or company not competing with the Owners, subject to the Owners' prior approval which shall not be unreasonably withheld, upon giving notice in writing to the Owners, but the original Charterers shall always remain responsible to the Owners for due performance of the Charter Party and contractors of the person or company taking such subletting, assigning or loan shall be deemed contractors of the Charterers for all the purposes of this Charter Party. The Owners make it a condition of such consent that additional Hire shall be paid as agreed between the Charterers and the Owners having regard to the nature and period of any intended service of the Vessel.	515 516 517 518 519 520 521 522 523 524 525	(b) Should the Vessel approach or be brought or ordered within such place, or be exposed in any way to the said risks, the Owners shall be entitled from time to time to insure their interests in the Vessel and/or Hire against any of the risks likely to be involved thereby on such terms as they shall think fit, the Charterers to make a refund to the Owners of the premium on demand.	607 608 609 610 611
(b) If the Vessel is sublet, assigned or loaned to undertake rig anchor handling and/or towing operations connected with equipment, other than that used by the Charterers, then a daily increment to the Hire in the amount as stated in Box 29 or pro rata shall be paid for the period between departure for such operations and return to her normal duties for the Charterers.	526 527 528 529 530	Notwithstanding the terms of Clause 11 Hire shall be paid for all time lost including any lost owing to loss of or sickness or injury to the Master, Officers,	612 613
(c) <u>Owners</u> . - The Owners may not assign or transfer any part of this Charter Party without the written approval of the Charterers, which approval shall not be unreasonably withheld.	531 532 533		
Approval by the Charterers of such subletting or assignment shall not relieve the Owners of their responsibility for due performance of the part of the services which is sublet or assigned.	534 535 536		

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Crew or passengers or to the action of the Crew in refusing to proceed to such place or to be exposed to such risks.	614 615	otherwise takes possession of the Vessel during the Charter Period.	687
21. General Average and New Jason Clause	616	(ii) <u>Confiscation</u> - If any government, individual or group, whether or not purporting to act as a government or on behalf of any government, confiscates, requisitions, expropriates, seizes or otherwise takes possession of the Vessel during the Charter Period.	688 689 690 691
General Average shall be adjusted and settled in London unless otherwise stated in Box 31, according to York/Antwerp Rules, 1974, as may be amended.	617 618	(iii) <u>Bankruptcy</u> - In the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed or if it suspends payment or ceases to carry on business.	692 693 694 695 696
Hire shall not contribute to General Average. Should adjustment be made in accordance with the law and practice of the United States of America, the following provision shall apply:	619 620 621	(iv) <u>Loss of Vessel</u> - If the Vessel is lost, actually or constructively, or missing, unless the Owners provide a substitute vessel pursuant to Clause 18. In the case of termination, Hire shall cease from the date the Vessel was lost or, in the event of a constructive total loss, from the date of the event giving rise to such loss. If the date of loss cannot be ascertained or the Vessel is missing, payment of Hire shall cease from the date the Vessel was last reported.	697 698 699 700 701 702 703
"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 consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Owners in General Average to the payment of any sacrifices, loss 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 cargo.	622 623 624 625 626 627 628 629	(v) <u>Breakdown</u> - If, at any time during the term of this Charter Party, a breakdown of the Owners' equipment or Vessel results in the Owners being unable to perform their obligations hereunder for a period exceeding that stated in Box 32, unless the Owners provide a substitute vessel pursuant to Clause 18.	704 705 706 707 708
If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Owners before delivery".	630 631 632 633 634 635	(vi) <u>Force Majeure</u> - If a force majeure condition as defined in Clause 27 prevails for a period exceeding 15 consecutive days.	709 710
22. Both-to-Blame Collision Clause	636	(vii) <u>Default</u> - If either party is in repudiatory breach of its obligations hereunder.	711 712
If the Vessel 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 Owners in the navigation or the management of the Vessel, the Charterers will indemnify the Owners against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represent loss of or damage to, or any claim whatsoever of the owners of any goods carried under this Charter Party 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 Vessel or the Owners. 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 of a collision or contact.	637 638 639 640 641 642 643 644 645 646 647 648 649	Termination as a result of any of the above mentioned causes shall not relieve the Charterers of any obligation for Hire and any other payments due.	713 714
23. Structural Alterations and Additional Equipment	650	27. Force Majeure	715
The Charterers shall have the option of, at their expense, making structural alterations to the Vessel or installing additional equipment with the written consent of the Owners which shall not be unreasonably withheld but unless otherwise agreed the Vessel is to be redelivered reinstated, at the Charterers' expense to her original condition. The Vessel is to remain on hire during any period of these alterations or reinstatement. The Charterers, unless otherwise agreed, shall be responsible for repair and maintenance of any such alteration or additional equipment.	651 652 653 654 655 656 657 658	Neither the Owners nor the Charterers shall be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, fire, action of the elements, epidemics, war (declared or undeclared), warlike actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or differences with workmen (except for disputes relating solely to the Owners' or the Charterers' employees), acts of the public enemy, federal or state laws, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or of any other group, organisation or informal association (whether or not formally recognised as a government), and any other cause beyond the reasonable control of either party which makes continuance of operations impossible.	716 717 718 719 720 721 722 723 724 725 726 727
24. Health and Safety	659	28. Notices and Invoices	728
The Owners shall comply with and adhere to all applicable international, national and local regulations pertaining to health and safety, and such Charterers' instructions as may be appended hereto.	660 661 662	Notices and invoices required to be given under this Charter Party shall be given in writing to the addresses stated in Boxes 21, 35 and 36 as appropriate.	729 730
25. Taxes	663	29.	731
Each party shall pay taxes due on its own profit, income and personnel. The Charterers shall pay all other taxes and dues arising out of the operation or use of the Vessel during the Charter Period.	664 665 666	Wreck Removal	732
In the event of change in the Area of Operation or change in local regulation and/or interpretation thereof, resulting in an unavoidable and documented change of the Owners' tax liability after the date of entering into the Charter Party or the date of commencement of employment, whichever is the earlier, Hire shall be adjusted accordingly.	667 668 669 670 671	If the Vessel sinks and becomes a wreck and an obstruction to navigation and has to be removed upon request by any compulsory law or authority having jurisdiction over the area where the wreck is placed, the Owners shall be liable for any and all expenses in connection with the raising, removal, destruction, lighting or marking of the wreck.	733 734 735 736
26. Early Termination	672	30. Confidentiality	737
(a) <u>For Charterers' Convenience</u> - The Charterers may terminate this Charter Party at any time by giving the Owners written notice as stated in Box 15 and by paying the settlement stated in Box 14 and the demobilisation charge stated in Box 16, as well as Hire or other payments due under the Charter Party.	673 674 675 676 677	All information or data obtained by the Owners in the performance of this Charter Party is the property of the Charterers, is confidential and shall not be disclosed without the prior written consent of the Charterers. The Owners shall use their best efforts to ensure that the Owners, any of their sub-contractors, and employees and agents thereof shall not disclose any such information or data.	738 739 740 741 742 743
(b) <u>For Cause</u> - If either party becomes informed of the occurrence of any event described in this Clause that party shall so notify the other party promptly in writing and in any case within 3 days after such information is received. If the occurrence has not ceased within 3 days after such notification has been given, this Charter Party may be terminated by either party, without prejudice to any other rights which either party may have, under any of the following circumstances:	678 679 680 681 682 683 684	31. Law and Arbitration	744
(i) <u>Requisition</u> - If the government of the state of registry and/or the flag of the Vessel, or any agency thereof, requisitions for hire or title or	685 686	*) (a) This Charter Party shall be governed by English law and any dispute arising out of this Charter Party shall be referred to arbitration in London, one arbitrator being appointed by each party, in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. On the receipt by one party of the nomination in writing of the other party's arbitrator that party shall appoint their arbitrator within 14 days, failing which the arbitrator already appointed shall act as sole arbitrator. If two arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final.	745 746 747 748 749 750 751 752 753

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*) (c) Any dispute arising out of this Charter Party shall be referred to arbitration at the place stated in Box 33 subject to the law and procedures applicable there.	761 762 763
(d) If Box 33 in PART I is not filled in, sub-clause (a) of this Clause shall apply.	764
*) (a), (b) and (c) are alternatives; state alternative agreed in Box 33	765
32. Entire Agreement	766
This is the entire agreement of the parties, which supersedes all previous written or oral understandings and which may not be modified except by a written amendment signed by both parties.	767 768 769
33. Severability Clause	770
If any portion of this Charter Party is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, then such portion will be deemed to be stricken and the remainder of this Charter Party shall continue in full force and effect.	771 772 773 774
34. Demise	775
Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterers.	776 777
35. Definitions	778
"Well" is defined for the purposes of this Charter Party as the time required to drill, test, complete and/or abandon a single borehole including any side-track thereof.	779 780 781
"Offshore unit" is defined for the purposes of this Charter Party as any vessel, offshore installation, structure and/or mobile unit used in offshore exploration, construction, pipelaying or repair, exploitation or production.	782 783 784
"Offshore site" is defined for the purposes of this Charter Party as the area within three nautical miles of an "offshore unit" from or to which the Owners are requested to take their Vessel by the Charterers.	785 786 787
"Employees" is defined for the purposes of this Charter Party as employees, directors, officers, servants, agents or invitees.	788 789
36. Headings	790
The headings of this Charter Party are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Charter Party.	791 792 793

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VESSEL SPECIFICATION

1. General

- (a) Owner: Name: _____
Address: _____
- (b) Operator: Name: _____
Address: _____
- (c) Vessel's Name: _____ Builder: _____
- (d) Year Built: _____
- (e) Type: _____
- (f) Classification and Society: _____
- (g) Flag: _____
- (h) Date of next scheduled drydocking: _____

2. Performance

- (a) Certified Bollard Pull (Tonnes) _____
- (b) Speed/Consumption (Non-Towing)
(Approx. Daily Fuel Consumption)
(Fair weather)
Max. Speed: _____ Kts. (app.) _____ Tonnes
Service Speed: _____ Kts. (app.) _____ Tonnes
Standby (main engines secured) _____ Tonnes
- (c) Approx. Towing/Working Fuel Consumption
Engine Power 100% _____ Tonnes
- (d) Type(s) and Grade(s) of Fuel Used: _____

3. Dimensions and Capacities/Discharge Rates:

- (a) L.O.A. (m): _____ Breadth (m): _____ Depth (m): _____
Max. Draught (m): _____
 - (b) Deadweight (metric tons): _____

	<u>Discharge Rate</u>
(c) * Cargo Fuel max (m ³): _____	_____ /hr at _____ head
(d) * Drill Water max (m ³): _____	_____ /hr at _____ head
(e) Potable Water (m ³): _____	_____ /hr at _____ head
(f) Dry Bulk (m ³ /cu.ft): _____ in Tanks	_____ /hr at _____ head
(g) Liquid Mud (m ³ /barrels): _____	_____ /hr at _____ head (max. SG) _____

State type of recirculation system i.e. mechanical agitation, centrifugal pumps etc. _____

 - (h) Cargo Deck Area (m²): _____ Capacity (m.t.): _____
Length (m) x Breadth (m): _____
Load Bearing Capacity _____
 - (i) Heavy Weight Brine (m³/barrels): _____
(max. SG) _____ /hr at _____ head
- * Multipurpose Tanks yes/no: _____

4. Machinery

- (a) BHP Main Engines: _____
- (b) Engine Builder: _____
- (c) Number of Engines and Type: _____
- (d) Generators: _____
- (e) Stabilisers: _____
- (f) Bow Thruster(s): _____
- (g) Stern Thruster(s): _____
- (h) Propellers/Rudders: _____
- (i) Number and Pressure Rating of Bulk Compressors: _____
- (j) Fuel Oil Metering System: _____

5. Towing and Anchor Handling Equipment

- (a)(i) Stern Roller (Dimensions): _____
- (ii) Anchor Handling/Towing Winch: _____
- (iii) Rig Chain Locker Capacity (Linear feet of 3 in. Chain): _____
- (iv) Tugger Winches: _____
- (v) Chain Stopper Make and Type: _____
- (b)(i) Towing Wire: _____
- (ii) Spare Towing Wire: _____
- (iii) Work Wire: _____
- (iv) Spare Work Wire: _____
- (v) Other Anchor Handling Equipment (e.g. Pelican Hooks, Shackles, Stretchers etc.): _____

6. Radio and Navigation Equipment

- (a) Radios
Single Side Band: _____
VHF: _____
Satcom: _____
- (b) Electronic Navigation Equipment: _____
- (c) Gyro: _____
- (d) Radar: _____
- (e) Autopilot: _____
- (f) Depth Sounder: _____

VESSEL SPECIFICATION

7. Fire Fighting Equipment

- (a) Class (FF1, FF2, FF3, other): _____
- (b) Fixed: _____
- (c) Portable: _____

10. Additional Equipment

- (a) Mooring Equipment: _____
- (b) Joystick: _____
- (c) Other: _____

8. Accommodation

- (a) Crew: _____
- (b) Passengers: _____

9. Galley

- (a) Freezer Space (m³): _____
- (b) Cooler (m³): _____

11. Standby/Survivor Certificate

Yes/No

Nos: _____

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AGREEMENT FOR MUTUAL INDEMNITY AND WAIVER OF RECOURSE

(Optional, only applicable if stated in Box 28 in PART I)

This Agreement is made between the Owners and the Charterers and is premised on the following:

- (a) The Charterers and the Owners have entered into a contract or agreement dated as above regarding the performance of work or service in connection with the Charterers' operations offshore ("Operations");
- (b) The Charterers and the Owners have entered into, or shall enter into, contracts or agreements with other contractors for the performance of work or service in connection with the Operations;
- (c) Certain of such other contractors have signed, or may sign, counterparts of this Agreement or substantially similar agreements relating to the operations ("Signatory" or collectively "Signatories"); and
- (d) The Signatories wish to modify their relationship at common law and avoid entirely disputes as to their liabilities for damage or injuries to their respective property or employees;

In consideration of the premises and of execution of reciprocal covenants by the other Signatories, the Owners agree that:

1. The Owners shall hold harmless, defend, indemnify and waive all rights of recourse against the other Signatories and their respective subsidiary and affiliate companies, employees, directors, officers, servants, agents, invitees, vessel(s), and insurers, from and against any and all claims, demands, liabilities or causes of action of every kind and character, in favour of any person or party, for injury to, illness or death of any employee of or for damage to or loss of property owned by the Owners (or in possession of the Owners by virtue of an arrangement made with an entity which is not a Signatory) which injury, illness, death, damage or loss arises out of the Operations, and regardless of the cause of such injury, illness, death, damage or loss even though caused in whole or in part by a pre-existing defect, the negligence, strict liability or other legal fault of other Signatories.
2. The Owners (including the Vessel) shall have no liability whatsoever for injury, illness or death of any employee of another Signatory under the Owners' direction by virtue of an arrangement made with such other Signatory, or for damage to or loss of property of another Signatory in the Owners' possession by virtue of an arrangement made with such other Signatory. In no event shall the Owners (including the Vessel) be liable to another Signatory for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Agreement, including, but not limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance.
3. The Owners undertake to obtain from their insurers a waiver of rights of subrogation against all other Signatories in accordance with the provisions of this Agreement governing the mutual liability of the Signatories with regard to the Operations.

4. The Owners shall attempt to have those of their sub-contractors which are involved in the Operations become Signatories and shall promptly furnish the Charterers with an original counterpart of this Agreement or of a substantially similar agreement executed by its sub-contractors.
5. Nothing contained in this Agreement shall be construed or held to deprive the Owners or the Charterers or any other Signatory as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Agreement shall create any right to limit liability. Where the Owners or the Charterers or any other Signatory may seek an indemnity under the provisions of this Agreement as against each other in respect of a claim brought by a third party, the Owners or the Charterers or any other Signatory shall seek to limit their liability against such third party.
6. The Charterers shall provide the Owners with a copy of every counterpart of this Agreement or substantially similar agreement which is executed by another Signatory pertaining to the Operations, and shall, in signing this, and in every counterpart of this Agreement, be deemed to be acting as agent or trustee for the benefit of all Signatories.
7. This Agreement shall inure to the benefit of and become binding on the Owners as to any other Signatories on the later of the date of execution by the Owners and the date of execution of a counterpart of this Agreement or a substantially similar agreement by such other Signatory pertaining to the Operations.
8. Any contractor, consultant, sub-contractor, etc., performing work or service for the Charterers or another Signatory in connection with the Operations which has not entered into a formal contract for the performance of such work or service may nevertheless become a Signatory by signing a counterpart of this Agreement or a substantially similar agreement which shall govern, as to the subject of this Agreement, the relationship between such new Signatory and the other Signatories and also by extension its relations with the Charterers.
9. This Agreement may be executed in any number of counterparts or substantially similar agreements as necessary but all such counterparts shall together constitute one legal instrument.