

# PRE HIRE LETTER OF AGREEMENT

To: \_\_\_\_\_

From: \_\_\_\_\_

## RE: Vessel Pre Hire Agreement

This Pre Hire Letter of Agreement (the "Agreement") is entered into by and between the Owner and the Charterer (collectively, the "Parties") regarding the vessel described below (the "Vessel"). This Agreement sets forth the terms and conditions under which the Charterer intends to charter the Vessel from the Owner. This Agreement is legally binding and enforceable under the laws of the United States.

### Vessel Information:

Name of Vessel: \_\_\_\_\_

Make/Model: \_\_\_\_\_

Year Built: \_\_\_\_\_

Length Overall (LOA): \_\_\_\_\_

Registration Number / HIN: \_\_\_\_\_

### Charterer Information:

Full Name / Company: \_\_\_\_\_

Contact Person (if company): \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### Owner Information:

Full Name / Company: \_\_\_\_\_

Contact Person (if company): \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### Charter Terms and Conditions:

#### 1. Charter Period and Area of Use

The Charterer is granted the use of the Vessel for the agreed charter period. The use of the Vessel shall be limited to the agreed geographic area as detailed in the formal Charter Party Agreement.

#### 2. Deposit and Payment

The Charterer shall pay a deposit to secure the booking of the Vessel. Full payment terms, including any balance payments, shall be as stipulated in the final Charter Party Agreement.

#### 3. Cancellation Policy

Cancellation by the Charterer must be made in writing. The deposit is non-refundable except as otherwise agreed in writing. Owner reserves the right to cancel the booking for reasonable cause, with full refund to the Charterer.

#### **4. Insurance**

The Owner shall maintain insurance on the Vessel as required by law and industry standards. The Charterer is responsible for any damage caused by negligence or failure to operate the Vessel in accordance with applicable laws and instructions.

#### **5. Compliance with Laws**

The Charterer and Owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances relating to the use and operation of the Vessel.

#### **6. Safety and Operation**

The Charterer acknowledges responsibility for safe operation of the Vessel during the charter period and agrees to follow any instructions, safety protocols, or restrictions provided by the Owner or crew.

#### **7. Liability and Indemnity**

The Charterer agrees to indemnify and hold harmless the Owner from any claims, damages, or liabilities arising from the Charterer's use of the Vessel, except to the extent caused by Owner's gross negligence or willful misconduct.

#### **8. Condition of Vessel**

The Vessel is provided in good condition and seaworthy at the start of the charter period. The Charterer accepts the Vessel 'as is' and acknowledges inspection satisfaction prior to charter.

#### **9. Termination**

Either party may terminate this Agreement for material breach by written notice, subject to applicable cure periods as defined in the final Charter Party Agreement.

#### **10. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the state in which the Vessel's principal port is located. The Parties consent to the exclusive jurisdiction of the federal or state courts located in that state.

#### **11. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties for the pre hire period and supersedes all prior negotiations and understandings.

#### **12. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

#### **13. Confidentiality**

The terms of this Agreement shall be treated as confidential and shall not be disclosed except as required by law or agreed by the Parties in writing.

#### **14. Notices**

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, electronic mail with confirmation, or nationally recognized overnight courier to the addresses provided herein.

**OWNER'S SIGNATURE**

**CHARTERER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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