

The Society of Maritime Arbitrators, Inc.  
**U.S. OPEN FORM SALVAGE AGREEMENT**  
Codename - MARSALV©

This **SALVAGE AGREEMENT** ("The Agreement"), between.

\_\_\_\_\_  
Master and/or Owner and/or Underwriter of the vessel

(The Vessel") and \_\_\_\_\_ ("The Salvor"), is for salvage services rendered or to be rendered to the Vessel, her cargo and other property currently lying at or near \_\_\_\_\_, under the following I

**FIRST:** The Salvor shall use his best endeavors to save the Vessel, her cargo and other property and deliver same safely afloat, hauled or drydocked at or near \_\_\_\_\_, at which place and time the Salvors services will terminate unless otherwise mutually agreed.

**SECOND:** The Master and crew of the Vessel agree to lend their aid and assistance to the Salvor, who shall be entitled, free of expense, to the reasonable use of the Vessel's equipment.

**THIRD:** The Salvor's services are to be performed on the following basis (**check and initial**):

**No Cure-No Pay** (Compensation to be conditioned upon successful salvage of the Vessel and/or her cargo and/or other property. In such case, the Salvors compensation shall be pursuant to the criteria and other provisions of Article 13 of the 1989 International Convention on Salvage shown on the reverse of this Agreement).

**No Cure-No Pay, Fixed Fee** \$ \_\_\_\_\_

**Per Diem/Hourly at** \$ \_\_\_\_\_ per day/hour pro rata

**Other** \_\_\_\_\_

**FOURTH:** Notwithstanding the election(s) made in Paragraph THIRD, the Salvor shall in any event be entitled to compensation for actions he takes to prevent or minimize damage to the environment, pursuant to Articles 13 and 14 of the 1989 International Convention on Salvage shown on the reverse of this Agreement.

**FIFTH:** The Salvor shall have a lien upon the Vessel, her cargo and other property for services rendered pursuant to Paragraphs THIRD and FOURTH, and his statement for services rendered shall be submitted as promptly as possible after completion or termination of such services. In lieu of arrest or attachment of the Vessel the Salvor may demand reasonable security for such services from the Vessel and cargo interests as a condition for releasing same.

**SIXTH:** This Agreement shall be governed by and construed in accordance with the Federal Maritime Law of the United States. Any dispute arising out of this Agreement shall be referred to arbitration in the United States in accordance with the applicable Arbitration Rules of the Society of Maritime Arbitrators, Inc. The Arbitrators) shall be familiar with maritime salvage. Any award made hereunder may include interest, attorney's fees and costs, and shall be final and binding. For the purpose of enforcement the Award may be entered for judgment in any court of competent jurisdiction.

Dated this \_\_\_\_\_ day of, 20 \_\_\_\_\_

**For: SALVOR**

**For: VESSEL, CARQO and PROPERTY**

(Authorized signature) \_\_\_\_\_

(Authorized signature) \_\_\_\_\_

(Print name and title) \_\_\_\_\_

(Print name and title) \_\_\_\_\_