Federal Maritime Commission

contained in the application or documents submitted in support thereof. Negative statements are required to indicate no change. Such statements must cover every such 6-month period commencing with the first 6-month period of the fiscal year immediately subsequent to the date of the issuance of the Certificate (Casualty). In addition, the statements will be due within 30 days after the close of every 6-month period.

FORM FMC–132B TO SUBPART B OF PART 540

FORM FMC–132B

(5–67)

FEDERAL MARITIME COMMISSION

Surety Co. Bond No. ______________

FMC Certificate No. ______________

PASSENGER VESSEL SURETY BOND (46 CFR PART 540)

Know all men by these presents, that We ____________________________, _________ (Name of applicant), of ____________________________, _________ (City), _________ (State and country), as Principal (hereinafter called Principal), and ____________________________, _________ (Name of surety), a company created and existing under the laws of _________ (State and country) and authorized to do business in the United States, as Surety (hereinafter called Surety) are held and firmly bound unto the United States of America in the penal sum of $_________, _________ for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal intends to become a holder of a Certificate (Casualty) pursuant to the provisions of subpart B of part 540 of title 46, Code of Federal Regulations, and has elected to file with the Federal Maritime Commission such a bond to insure financial responsibility to meet any liability it may incur for death or injury to passengers or other persons on voyages to or from U.S. ports, and

Whereas, this bond is written to assure compliance by the Principal as an authorized holder of a Certificate (Casualty) pursuant to subpart B of part 540 of title 46, Code of Federal Regulations, and shall inure to the benefit of any and all passengers or other persons to whom the Principal may be held legally liable for any of the damages herein described.

Now, therefore, the condition of this obligation is such that if the Principal shall pay or cause to be paid to passengers or other persons any sum or sums for which the Principal may be held legally liable by reason of the Principal’s failure faithfully to meet any liability the Principal may incur for death or injury to passengers or other persons on voyages to or from U.S. ports, while this bond is in effect pursuant to and in accordance with the provisions of subpart B of part 540 of title 46, Code of Federal Regulations, then this obligation shall be void, otherwise, to remain in full force and effect.

The liability of the Surety with respect to any passenger or other persons shall in no event exceed the amount of the Principal’s legal liability under any final judgment or settlement agreement, except that, if the aggregate amount of such judgments and settlements exceeds an amount computed in accordance with the formula contained in section 2(a) of Pub. L. 89–777 (46 U.S.C. 44103(b)), then the Surety’s total liability under this surety bond shall be limited to an amount computed in accordance with such formula.

The Surety agrees to furnish written notice to the Federal Maritime Commission forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the ___________ day of ___________, 19 ____________, 12:01 a.m., standard time, at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time terminate this bond by written notice sent by certified mail to the other and to the Federal Maritime Commission at its Office in Washington, D.C., such termination to become effective thirty (30) days after actual receipt of said notice by the Commission, except that no such termination shall become effective while a voyage is in progress. The Surety shall not be liable hereunder for any liability incurred for death or injury to passengers or other persons on voyages to or from U.S. ports.

In witness whereof, the said Principal and Surety have executed this instrument on the day of ___________, 19 ____________.

____________________________

(Please print or type)

Name ________________

By ________________

(Signature and title)

Witness ________________

____________________________

(Please print or type)

Name ________________

By [SEAL]
GUARANTY IN RESPECT OF LIABILITY FOR

(5–67)

Guaranty shall in no event exceed the

representative, with respect to such claim.

or other person, or to such personal rep-

from all further liability to such passenger

irrevocably and unconditionally discharged

the agreed sum, the Applicant is to be fully,

of the Guarantor, whereby, upon payment of

made with the Applicant, with the approval

tue of a compromise settlement agreement

of competent jurisdiction, or has become en-

Applicant from a U.S. Federal or State Court

son, or, in the event of death, his or her per-

days after any such passenger or other per-

the event that such legal liability has not

ages of the Vessels to or from U.S. ports, in

Vessel(s) specified in the annexed Schedule

is the Owner or Charterer of the passenger

(Hereinafter referred to as the "Applicant")

shall be limited to an amount computed in

the Act (46 U.S.C. 44103(b)), then the Guarana-

tor's total liability under this Guaranty shall be limited to an amount computed in

accordance with such formula.

3. The Guarantor's liability under this

Guaranty shall attach only in respect of

events giving rise to causes of action against

the Applicant in respect of any of the Vessels

for damages for death or injury within the

meaning of section 2 of the Act, occurring

after the Certificate has been granted to the

Applicant and before the expiration date of

this Guaranty, which shall be the earlier of

the following dates:

(a) The date whereon the Certificate is

withdrawn, or for any reason becomes in-

valid or ineffective; or

(b) The date 30 days after the date of re-

ceipt by FMC of notice in writing (including
telex or cable) that the Guarantor has elect-

ted to terminate this Guaranty, except that

if, on the date which would otherwise have

been the expiration date of this Guaranty

under the foregoing provisions of this Clause

3, any of the Vessels is on a voyage in respect

of which such Vessel would not have received

clearance in accordance with section 2(e) of

the Act (46 U.S.C. 41105) without the Certifi-

cate, then the expiration date of this Guar-

anty shall, in respect of such Vessel, be post-

poned to the date on which the last pas-

senger on such voyage shall have fully dis-

embarked.

4. If, during the currency of this Guaranty,

the Applicant requests that a vessel owned

or operated by the Applicant, and not speci-

fied in the annexed Schedule, should become

subject to this Guaranty, and if the Guar-

antor accedes to such request and so notifies

FMC in writing (including telex or cable),

then provided that, within 30 days of receipt

of such notice FMC shall have granted a Cer-

tificate, such vessel shall thereupon be
deemed to be one of the Vessels included in

the said Schedule and subject to this Guar-

anty.

5. The Guarantor hereby designates

, with offices at

, as
the Guarantor’s legal agent for Service of

process for the purposes of the Rules of the

Federal Maritime Commission, subpart B of
part 540 of title 46, Code of Federal Regula-

tions, issued under section 2 of the Pub. L. 89-

777 (80 Stat. 1357, 1358), entitled “Security for

the Protection of the Public.”


Witness

Only corporations or associations of indi-

viduals or partnerships or joint ventures,

and they must establish to the satisfaction

of the Federal Maritime Commission legal

authority to assume the obligations of sur-

vency and financial ability to discharge

them.

(49 FR 36313, Sept. 14, 1984, as amended at 74
FR 50732, Oct. 1, 2009)

FORM FMC–133B TO SUBPART B OF PART
540

FORM FMC–133B

(F–67)

FEDERAL MARITIME COMMISSION

Guaranty No.

FMC Certificate No.

GUARANTY IN RESPECT OF LIABILITY FOR
DEATH OR INJURY, SECTION 2 OF THE ACT (46
U.S.C. 44101, 44103–44106)

1. Whereas

(Place and Date of Execution)

(Name and Guarantor)

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