

**ADMIRALTY AND MARITIME RULES
SAMPLE FORM**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Case No. ____–Civ or Cr–(USDJ's last name/USMJ's last name)

IN ADMIRALTY

IN THE MATTER OF:

Petitioner. /

**JOINT STIPULATION OF THE PARTIES AS TO THE
VALUE OF THE [VESSEL]**

COME NOW the parties, [name of Petitioner] (the “Petitioner”), as Owner of the [description of vessel], the [vessel name] (the “Vessel”), by and through h[is][er] undersigned counsel, Claimants [names of Claimants], by and through their undersigned counsel, and jointly stipulate and agree as follows:

1. On or about [date of incident], Petitioner, as owner of the Vessel, timely filed a Petition for Exoneration From or Limitation of Liability in the U.S. District Court for the Southern District of Florida.

2. Pursuant to the proceeding for exoneration from or limitation of liability filed by Petitioner, Petitioner sought to be exonerated from or to limit his liability for any and all claims, losses, damages, injuries, costs, fees, or other expenses arising from an incident which occurred on or about [date of accident] on the navigable waters of the United States, pursuant to the provisions of the Shipowners Limitation of Liability Act, Title 46, U.S. Code §30501 *et sequentia*.

3. Pursuant to the provisions of Rule F of the Supplemental Rules for Certain Admiralty and Maritime Claims, Petitioner filed an Ad Interim Stipulation for Value setting forth the value of the Vessel following the incident which forms the subject matter of this litigation, and at the conclusion of the voyage during which said incident occurred, as being [dollar amount].

4. Having duly considered the provisions of the Ad Interim Stipulation for Value and the documentation filed in support thereof, the parties jointly stipulate and agree that the value or the Vessel at the conclusion of the voyage of [date] occurred did not exceed the sum of [dollar amount] and, was, in fact, [amount] U.S. dollars.

5. It is further stipulated and agreed by the parties, by and through their undersigned counsel, that the entry by the parties to this Joint Stipulation is without prejudice to, and with full

reservation of, all rights, claims, and defenses of the parties including, without limit, any and all defenses of Petitioner and Claimants.

6. Inasmuch as there have been no other claims filed in this Court pursuant to the Motion and Injunction entered by the Court and that there are no other creditors, claimants or alleged lienors whether in contract or in tort who have filed claims against the Petitioner, it is stipulated and agreed by the parties, by and through their undersigned counsel, that no other claims have been timely filed in this proceeding and that all other non-filing claimants should be defaulted by the Court.

WHEREFORE, the parties, [owner], as owner of the [vessel], by and through h[is][er] undersigned counsel, [Claimants], by and through their undersigned counsel, stipulate and agree to the facts set forth herein and to the matters jointly set forth herein as well as the entry by the Court of appropriate Orders as stipulated thereto by the parties.

Respectfully submitted,

Claimant's Attorney

Petitioner's Attorney

Effective April 15, 2011.