

CE 228/2015

LOAN AGREEMENT
Reg.no.: 106-42/A./2015

The

Iparművészeti Múzeum (Museum of Applied Arts)
Üllői út 33-37., 1091 Budapest, Hungary
Director: Zoltán Cselovszki
Tel.: +36 1 4565 172
Fax: +36 1 217-5838
Email: julianna.feher@imm.hu

-the „Lender”

and the

Slovak National Gallery
Address: Riečna 1, 815 13 Bratislava, Slovakia
Director: Mgr. Alexandra Kusa, PhD
Tel.: +421 2204 762 38
Email: sng@sng.sk

-the „Borrower”

agree as set forth below.

§ 1
Subject of the Agreement

1. The Lender shall transfer to the Borrower possession of the following objects:
-

2. for the period

including the time needed for the transportation to and from the Lender, subject to the provisions set forth below, to be lent for the following exhibition:

Title: Biedermeier.sk

Location: Slovak National Gallery, Bratislava, Slovak Republic

Date: 18 June 2015 – 01 November 2015

Any change in the term of the loan shall be agreed upon between the Borrower and the Lender in writing and as soon as practicable, but in any case at least six weeks before the original end of the term of the loan. The Lender may extend the term of the loan but shall not be obligated to do so.

3. By execution of this Agreement with a legally valid signature, the Borrower agrees to be bound by the provisions set forth herein. This Agreement becomes effective upon its execution by the Lender.

§2

Insurance

1. The Borrower shall be obligated to insure the objects for the entire term of this Agreement including transport to and from the Lender, from transfer of possession by the Lender to the Borrower until possession is returned to the Lender (i.e. "from nail to nail"), with respect to all risks, including force majeure, natural disasters, and acts of violence of any kind for the insured values previously given using an insurer selected by the Lender (Uniq Insurance Co., H-1134. Budapest, Róbert Károly krt. 76-78., contact person Ms. Éva Jaksa, eva.jaksa@uniqa.hu). Pursuant to Section 1 above, the Borrower agrees to the insured values. The Lender shall be the exclusive authorized beneficiary of the insurance policy or indemnity with respect to all benefit payments. The Objects shall not be transferred until receipt of the insurance certificate.
2. The Borrower shall inform the Lender promptly in writing of any damage to or endangerment or loss of the Objects, as well as other circumstances relevant to the Objects. Moreover, in the event of any damage which is threatening or has already occurred, all necessary measures shall be immediately taken to mitigate the cause of damage, ascertain the party responsible for such damage, and preserve all remedies, including reporting such damage to law enforcement authorities.
3. In the event of theft, loss, or complete destruction, etc., the insured value of the Objects shall be paid.
4. In the event of any damage to the Objects, the Borrower shall be obligated after consultation of experts to be designated by both parties an amount to be determined for the total amount of both restoration costs and any corresponding decrease in the value of the object. In the event of loss, destruction, etc. indemnification shall be paid to the Lender in the full amount of the indemnity.
5. In the event that the Lender consents to an extension of time for the exhibition, the Borrower shall bear the costs associated with the corresponding extension of insurance coverage. The Borrower shall also deliver to the Lender a certificate of the extension of the insurance policy or the state declaration of indemnity, as the case may be, so that it is received by the Lender at latest eight (8) days before the original termination date of the loan.

§3

Transportation and Packing

1. No packing and transport of the objects shall occur until after the Lender has received all insurance certificates referred to in § 2 (1) above, as well as any supplements thereto to the insurance contract, with all necessary powers of attorney and documents as executed originals.
2. The Lender will arrange the necessary state permits needed for temporary export of artworks. These permits require a signed copy of this contract as well as a copy of the insurance certificate, and can take up to two months to obtain.
3. The Lender shall determine the method of transport and the transportation routes to and from the Borrower.
4. All costs in connection with transport, customs clearance, and insurance deemed necessary by the Lender, including an administration fee (50 €/item/venue, in this case a total of 500 €) and the cost of conservation/restoration (140 €, Inv. 9085. a-b. and 9086. a-b.) and any travel costs of an employee of the Lender or a representative delegated by the Lender to accompany the shipment shall be borne by the Borrower. The administration fee and the cost of restoration are payable upon receipt of an invoice issued by the Lender.
5. In the event of transportation abroad, inspection associated with customs clearance shall take place on the premises of the Lender and on the premises of the Borrower at the site of the exhibition, as the case may be.
6. As a general rule, when being shipped, the Objects shall be accompanied by a transportation escort or a courier employed by the Lender.
7. The Borrower shall arrange appropriate accommodations for the transportation escort or courier for the duration of travel. The length of the travel and the stay for the employee accompanying the Objects shall be three days / two nights. Moreover, the length of stay of the courier shall depend upon the length of the trip as well as duties which he/she may have at the exhibition site. The parties to this Agreement shall agree to the foregoing before the courier begins his/her travel. Reimbursement for travel costs (including a per diem of 50 €, expenses and shipment costs) shall be made immediately.
8. Before transportation, a Condition Statement will be prepared by the Lender of each object lent. The Condition of each object shall be checked by the Courier and a representative of the Borrower at the time of unpacking, and again at the time of dismantling. Any change in the condition of an object must be noted on the Condition Statement.

§ 4

Exhibition and Storage Space; Security Precautions

1. The Borrower will arrange the necessary precautionary and security measures for the protection of the Objects. The Borrower agrees to allow the Lender to inspect these measures and, to the extent the Lender deems necessary, to supplement them at the cost of the Borrower.
2. In the exhibition and storage spaces where the Objects are displayed or stored, as the case may be, the following shall not be exceeded with regard to temperature, relative humidity (45 – 50 %), and light intensity specified in the Condition Statement.

3. Temperature and relative humidity shall be recorded seven days a week, 24 hours per day. A record thereof shall be made available to the Lender at its request for purposes of inspection.
4. Before all Objects are handed over to the transportation agent, appropriate documentation shall be prepared with regard to their condition. This documentation (Condition Statement) shall be signed by both the Lender and the Borrower. Any costs associated therewith (e.g. for photographs) shall be borne by the Borrower.
5. The Borrower agrees that the Objects shall not be altered in any way. Without limitation of the foregoing, the Borrower will not and will not permit any other person to reframe, assemble, restore, or clean the Objects.
6. Each subsequent change in the location or other movement of the Objects shall require the express prior written consent of the Lender.
7. Eating, drinking and smoking will be forbidden in the exhibition and storage spaces.

§5

Liability and Obligations of the Borrower

1. Without prejudice to the legal validity of insurance for all damages, including theft, loss, destruction or damage to the Objects, the Borrower shall assume liability with respect to the Lender by any person, through its own or any other person's fault or through no person's fault, if the damage would not have occurred but for the loan of the Objects, which shall be determined by the Borrower.
2. In the event of theft, loss or complete destruction, etc., reimbursement in the maximum amount of liability specified in the Annex (insurance policy) hereto shall be made; in the event of partial and reparable damage, the Object in question shall be returned and the Borrower shall pay expense for restoration as well as any decrease in value determined by the Lender to have occurred in connection with the damage which the amount of the maximum amount of liability can be obtained, to which the Borrower hereby renounces an right to dispute.

§6

Catalogue and Advertisement

1. At the Borrower's expense, the Lender shall supply photographs of the Objects for purposes of catalogue reproductions and to announce the exhibition in the press by means of brochures and the like. Regarding these photographs and the permission to reproduce them, a separate agreement shall be made between the Parties.
2. The taking of films, photographs, and digital photographs of pictures and text materials for purposes of the Internet and the productions of a CD Rom shall be permissible only upon the express prior written consent of the Lender, and shall be allowed only by observing all conservational precautionary measures. Without the permission of the Lender, no other use of the Objects may be made other than that agreed upon herein.
3. The preparation of cards, prints, colour transparencies, any digital reproductions thereof as well as other reproductions shall be strictly forbidden, and requires the separate written permission of the Lender. The Borrower shall be obligated to see that no photographs of this kind are produced by third parties without the permission of the Lender.

4. The Borrower shall be obligated to provide agreed-upon credit and acknowledgment at the exhibition and in the catalogue for each object. In general, objects lent by the Lender should be identified as loans of the **"Iparművészeti Múzeum, Budapest" / "Museum of Applied Arts Budapest"**. Lender shall be identified as a **special partner** at the exhibition (credit list, exhibit badges for each object) and in the catalogue for each object.
5. The Borrower shall be obligated to provide one (1) copy of all publications (including catalogues, brochures and leaflets) associated with the exhibition for the Library of the Lender. In addition, the Borrower shall send to each collection of the Lender involved in lending for the exhibition one (1) copy of the catalogue, without prejudice to the other possible authors, within one month after the catalogue goes on sale. Further copies may be requested for photographs.

§7

General Provisions to the Agreement

1. Any changes or amendments to this Agreement shall be in writing. All notices and other information provided for by this Agreement between the parties thereto shall be sent by registered mail. The Borrower is obligated to promptly notify the Lender of any change in residence or, in the case of legal entities, the location of chief executive offices or the residence of its designated representatives, as the case may be. Any oral agreements shall not be valid.
2. This Agreement shall be promptly executed by the Borrower, the Lender, and any bodies acting as authorized recipients.

The present agreement has been prepared in **four identical copies**. After reading and accepting the terms of the present agreement, the two parties signed it below.

Lender

Date

Zoltán Cselovszki
General Director

Borrower

Date

Director