

# LOAN CONTRACT

## Contract number: Uitl60

Municipality of Nijmegen, department of Archaeology, The Netherlands will loan the objects listed in the attachment, henceforth referred to as the loaned property to  
The Monuments Board of the Slovak Republic, Address: Cesta na Červený most 6, 814 06 Bratislava, Slovakia

## Loan period

From 01-06-2016 to 28-10-2016

For the exhibition from 16-06-2016 to 16-10-2016

Place of venue: Slovak National Museum – Museum of History, Bratislava Castle

Address: Bratislavský hrad, P. O. BOX 13, 810 06, Bratislava, Slovakia

## Conditions

### Article 1. Requirements for the borrower

1. The borrower will exercise the same care and handling of the loaned property as it does in the safekeeping of comparable property of his own. He will carry out any necessary safety or conservation measures as set down in this agreement at the discretion of the lender.

#### *Special conditions:*

2. *A courier from the Municipality of Nijmegen will supervise the packing and unpacking/installation of the loaned property/actively install the loaned property.*
3. *Transport in an air conditioned, protected car with pneumatic suspension from a company that specialises in art transport (compulsory for the transport of organic material and for transport abroad because of the length of the journey).*
4. *The objects must be transported in boxes (compulsory for vulnerable material and transport abroad).*
5. *The objects may only be installed or moved in the presence of a representative of the lender.*

### Article 2. Costs

1. The borrower agrees to pay all costs relating to the execution of this agreement, including insurance, packaging, transport, guidance of transportation, packing and unpacking, inspection and miscellaneous costs.

### Article 3. Conditions relating to exhibiting and handling loaned property

1. The loaned property will under no circumstances be handed over to a third party.
2. The exhibition space will be clean and ready for use before the loaned property is installed there.
3. The loaned property will be exhibited in a closed showcase and the room in which the loaned property will be exposed or stored ought to be protected sufficiently against theft, burglary, fire and flooding day and night.
4. The loaned property will be exhibited in a space where a relative humidity of 50-55% (+/- 2%) is maintained and where the temperature is kept at a constant level of 20°C (+/-2%) and in which temperature differences of 5°C may not occur within a 24-hour period.
5. The exhibition rooms should as far as possible be kept at a light level of 200 lux or less and never more than 300 lux. Light sensitive objects made from organic material may not be directly exposed to sunlight. Particularly sensitive objects, such as prints and drawings, may only be exhibited in a room with artificial lighting where the lux level is kept at 50 and using a UV-suppressing light source or one that has been fitted with a UV filter.
6. Loaned property such as sculptures, arts and crafts etc. that are not placed in a display case, must be kept at a safe distance from the public.
7. The borrower is not permitted to undertake restorations or alterations without prior written permission of the lender.
8. In exceptional cases the borrower may deviate from the above requirements in consultation with the lender.
9. The lender reserves the right to access to any of the loaned objects at any time.

### Article 4. Liability, insurance and damage

1. The borrower is liable for any loss or physical damage to the loaned property, regardless of the cause, which originated or seems to have originated from the loan period.
2. The borrower is required to insure the loaned property under an All Risk "wall to wall" policy (including changes in temperature and relative humidity), for a value determined by the lender. If requested the borrower will send a copy of the insurance policy to the lender. The value of the loaned property is indicated in the attached object list.
3. The borrower must immediately inform the lender (by telephone and in writing) of any loss or damage to the loaned property and consult with the lender about the necessary measures to be taken.
4. Any decrease in value is also taken into account when appraising the extent of damage to loaned property.
5. All information relating to insured amounts will be considered strictly confidential and may not be given to third parties.
6. In special cases the lender can insure the property itself and pass the costs on to the borrower.
7. Payments to the lender based on the insurance exonerate any liability for the borrower, as defined in the first article.

### Article 5. Packing and transport

1. The lender will determine the manner of packing and transport. The loaned property should be packed in the same way as it was on the outward journey, when not otherwise agreed upon. Damage or loss of the packaging material will be charged on the borrower. The borrower must contact the lender at least a month before transportation to discuss the manner and date of transport. The lender can decide which company will be in charge of the transport of the loaned property.

2. The borrower is required to check the condition of the loan against the accompanying condition report during unpacking at the beginning of the loan period and during packing at the end of the loan period. When the loan is returned, the lender checks that the condition of the loan corresponds to its condition at the time when the report was drawn up.
3. The borrower is responsible for organising and paying for the transport. If no special conditions are included in the loan agreement, the transport should take place in a properly maintained, closed lorry or car which contains material to prevent bumping and sliding.
4. During transport, the loan must be accompanied by (at least) two persons to ensure that it is not left unattended at any time.
5. The objects are returned by the carrier to the same place where they were collected. The carrier takes away any packaging material used.
6. The date and time of transport to and from the exhibition should be confirmed by the borrower at least two weeks in advance.
7. The loan must be collected from the lender within two weeks before the opening date of the exhibition, and returned to the lender within two weeks of the closing date of the exhibition.

#### **Article 6. Reproduction and credits**

1. The loaned property may not be photographed without the permission of, with the exception of overview photographs of the exhibition.
2. Only photographic material of the loaned property that is delivered by or through mediation of Museum Het Valkhof may be used.
3. The (re)use of photographic material of the loaned property for each following edition of the catalogue, commercial editions, postcards, posters and any other form of reproduction, requires the permission of Archaeology, Municipality Nijmegen. In these cases copyright costs can be charged.
4. If there is a catalogue or any other publication acting as a guide to the exhibition, the lender will receive one free copy for its library, to be sent to Gemeente Nijmegen, Archeologie, K. Zee.
5. The lender will be referred to in catalogues, other publications, titles etc. as:  
**Department of Archaeology, Municipality Nijmegen, Postbus 9105, The Netherlands**

#### **Article 7. Premature termination**

The lender is authorized to end the loan prematurely without notice, and demand the immediate return of the loaned property if the borrower neglects, abuses or uses the loaned objects for other purposes than applied for, or ends the exhibition or acts in violation to this agreement in any way.

#### **Article 8. Prolongation**

A motivated request of prolongation of the duration of the loan agreement has to be submitted to the lender at the latest two weeks before the expiration of this agreement.

#### **Article 9. Negligence clause**

When the borrower does not immediately comply with the request of the lender to return the loaned property by the end of the loan term or after resignation of the loan agreement, the borrower is entitled to pay a fine of 50 € plus the legal interest for every day he does not meet his obligations without any further reminder by the lender. Furthermore the lender will be entitled to exclude the borrower from further service until the fine has been paid.

#### **Done in duplicate and signed by:**

Signature lender:

Drs. Ymke Michels

Team Archaeology, Municipality of Nijmegen

Signature borrower:

Madam Katarína Kosová, PhDr.

The Monuments Board of the Slovak Republic

Date: 4-5-16

Date:

One copy is for your own records. Please complete, sign and return the other copy of this document to:  
**Gemeente Nijmegen**  
**K. Zee - PK 40 Archeologie**  
**Postbus 9105**  
**6500 HG Nijmegen**  
**The Netherlands**

## List of objects

Object number	Object description	Image	Insurance value
Nla14.34.1811	Gilded silver fibula in the shape of a bird, the eye inlaid with almandine		€ 1000
Lv9.03.010	Sword scabbard in iron, gold, amaldine and marble		€ 8000