

**CONTRACT FOR LOAN OF EXHIBITS
no. 2023/7/16**

concluded under § 659 et seq. of Law no. 40/1964 The Civil Code as amended, § 15 of Law no. 206/2009 on Museums and galleries and the protection of items of cultural value and on the amendment of Law no. 372/1990 on misdemeanours, as amended, and § 15 of Decree no. 523/2009 setting out the details of basic professional activities in a museum or gallery and registration of items of cultural value

Article I. - CONTRACTING PARTIES

1) Borrower:

Name: Východoslovenská galéria (East Slovak Gallery)
Address: Hlavná 27, 040 01 Košice, Slovak republic
Statutory representative: Mgr. art. Dorota Kenderová, ArtD., director
Organization number: 31 297 820
DIČ: 2021451113
Name of the bank: Štátna pokladnica
IBAN: SK7481800000007000248286
SWIFT: NBSBSKBX
Employee authorized to act in matters
of the implementation of the contract: Mgr. Valér Bakajsa

2) Lender:

Name: Peter MIHALYI
Address: Hungary, 1025 Budapest, Ruthén út 15/a

Article II. - SUBJECT OF LOAN

1) The subject of the loan is exhibits from the collections of the Lender:

1. Village life, Textile handwork 130 cm x 60, glass frame 1920 - 1935, 600,- eur
2. Hungarian Lourdes, 50 x 40 cm, water colour, paper, 1920 - 1935, 600,- eur
3. Bogdanovce village, landscape, 30 x 20 cm, water colour, paper, 1920 - 1935, 400,- eur
4. Bogdanovce enterieur, living room, 30 x 20 cm, water colour, paper, 1920 - 1935, 600,- eur
5. Bogdanovce enterieur, tobacco room, 30 x 20 cm, water colour, paper, 1920 - 1935, 600,- eur
6. Bogdanovce, 3 women on a recamier, 30 x 20 cm, water colour, paper, 1920 - 1935, 600,- eur

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|-----------|------------------|-----------------|-------------|--|---|
| Address | Telephone | Bank details | Company no. | E-mail | 1 |
| Hlavná 27 | +421 918 870 531 | State treasury | 31 297 820 | bakajsa@vsg.sk | |
| Košice | | 7000248286/8180 | Tax no. | Web | |
| 040 01 | | | 2021451113 | www.vsg.sk | |

7. Bogdanovce, 2 women, text: Zigeuner atigans in Bogdan, 30 x 20 cm, water colour, paper, 1920- 1935, 600,- eur

Insurance value: 4 000,- Eur

Total 7 exhibits with total insurance value of 4 000,- Eur.

Article III. – PURPOSE OF LOAN

- 1) The exhibits are lent for the exhibition "Anna Lesznai" (curator Štefánia Ďuricová) in exhibition spaces of the borrower – East Slovak Gallery, Košice from June 22, 2023 to September 10, 2023.

Article IV. – PERIOD OF LOAN

- 2) The agreed loan period is from May 25, 2023 to September 24, 2023.

Article V. – BASIC CONDITIONS OF THE LOAN

- 1) The borrowing is entitled to use the subject loan properly and in accordance with the agreed purposes and is obliged to place the subject of loan in an environment corresponding to its importance and status.
- 2) The borrower is obliged to perform such protective, climatic, or other measures so as to avoid the swapping, theft, loss, damage or destruction of the subject of loan.
- 3) The borrower is not entitled to perform any repairs or modifications on the subject of the loan without the agreement of the lender.
- 4) The borrower provides the lender with three invitations without charge and with excerpts from the media.
- 5) The borrower returns to the subject of the loan at the specified date and in the pre-agreed manner.
- 6) The borrower in no case has the right to retain the subject of the loan.

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- 7) The borrower is obligated to visibly mark the safety zone, which keeps the distance between the visitors and artwork.
- 8) The borrower must request the lender for any possible extension to the loan at least 30 days before the originally set date for return of the subject of the loan.
- 9) The borrower undertakes to pay for damages to the subject of the loan incurred during the loan period.
- 10) The borrower is obliged to insure the subject of loan for transport and for the whole period of loan as per the insurance value determined by the lender.
- 11) The borrower is obliged to pay all costs of insuring the subject of the loan, from "nail to nail", meaning for transport from the lender to the borrower, for the time the subject of the loan is with the borrower and for transport from the borrower to the lender, against all risk of destruction, damage, alteration or loss to the subject of the loan for its insurance value.
- 12) The borrower assumes full responsibility for the subject of the loan, including if any damage occurs in returning the subject of the loan which has a connection with the loan under this contract.
- 13) The lender reserves the right to demand return of the subject to the loan before the end of the loan period, if it requires the subject of the loan for its own purposes or if the borrower uses the subject of the loan in violation of this contract.
- 14) The lender reserves the right to expert supervision and control of the method for use and the condition of the subject of the loan.
- 15) Transport from Péter Mihályi to the East Slovak Gallery, Hlavná 27, 040 01 Košice, Slovak republic and from East Slovak Gallery, Hlavná 27, 040 01 Košice, Slovak republic to the Péter Mihályi is arranged by the borrower.
- 16) The lender must be immediately informed of any damage to the subject of loan and the lender is obliged to present a written record of damage.
- 17) In any case, the lender decides upon the necessary restoration, while the borrower bears all costs associated with the restoration and for impairment of the value of the subject of the loan.
- 18) The loaned exhibits must be labelled at the exhibition:
„Mihalyi family“
- 19) The protocol on transfer and receipt of the subject of the loan and a record of the return receipt of the subject of the loan and condition report forms part of this contract.

Article VI. - CLOSING PROVISIONS

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- 1) For further legal relations that are not covered by this contract, in particular the relevant provisions of Law no. 40/1964, the Civil Code, as amended shall be applied mutatis mutandis.
- 2) Any modifications or amendments to this contract may be agreed upon in the form of bilaterally accepted written amendments that form part of this contract.
- 3) The contracting parties declare that this contract has been concluded freely, seriously, not in distress or under conspicuously disadvantageous conditions, they are familiar with the wording of the contract, they understand it, agree with it and to indicate this, they sign it.
- 4) This contract is concluded in 3 copies, with one copy for the lender and two copies for the borrower.
- 5) The borrower agrees with the publication of the contract in accordance with Law no. 546/2010, which amends and supplements law no. 40/1964, the Civil Code as amended and which amends and supplements certain laws.
- 6) The contract becomes valid on the day of its signature by the contracting parties and it becomes effective on the day following the day of its publication.

Annex:

1x protocol on transfer and receipt of exhibits

In Budapest dated 31.5.2023

In Košice dated 31.5.2023

Východoslovenská galéria
á 27, 040 01 Košice
IČO: 31 297 820

Péter Mihályi

Mgr. art. Dorota Kenderová, ArtD.
director
Východoslovenská galéria

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PROTOCOL ON TRANSFER AND RECEIPT OF EXHIBITS

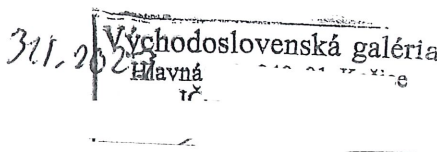
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7. Bogdanovce, 2 women, text: Zigeuner atigans in Bogdan, 30 x 20 cm, water colour, paper, 1920- 1935, 600,- eur

Insurance value: 4 000,- Eur

Total 2 exhibits with total insurance value of 4 000,- Eur.

For Péter Mihályi handed over on (date):

For East Slovak Gallery received on (date):



For East Slovak Gallery handed over on (date):

For Péter Mihályi received by:

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