Kultúrne zariadenie Košického samosprávneho kraja

CONTRACT FOR LOAN OF EXHIBITS no. 2024/7/6

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. Michal Štofa

2) Lender:

Name:

Fajgerné Dr. Dudás Andrea Júlia

Address:

3200 Gyöngyös, Könyves Kálmán tér 3.

Tax identification number:

78225297-1-30

Date of birth:

28/08/1985

Name of the bank:

MBH Bank

IBAN:

HU36 10300002-10296677-49010019

BIC/SWIFT Code:

MKKBHUHBXXX

Article II. - SUBJECT OF LOAN

- 1) The subject of the loan is exhibits from the collections of the East Slovak Gallery:
 - 1. Fajgerné Dudás Andrea: Unexpected twist, 2023, Dimensions: 110 x 80cm x 3 pieces, medium, material: oil and acrylics on canvas
 - 2. Fajgerné Dudás Andrea: Loss of Privacy, 2023, Dimensions: 50 x 70cm, medium, material:
 - 3. Fajgerné Dudás Andrea: Kitchentowels 2., 2017, Dimensions: 90 x 105cm, medium, material: sewn kitchen towels

Article III. - PURPOSE OF LOAN

Address Hlavná 27 Košice

040 01

Telephone +421 55 68 175 11 Bank details State treasury Company no. 31 297 820

E-mail kovacie@vsg.sk

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7000248286/8180

Tax no. 2021451113

Web www.vsg.sk

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1) The exhibits are lent for the exhibition Echoes Within (curators Štefánia Ďuricová, Korinna Tánczos) in exhibition spaces of the borrower - Východoslovenská galéria (East Slovak Gallery), Alžbetina 22, 040 01 Košice

Article IV. - PERIOD OF LOAN

2) The agreed loan period is from March 11, 2024 to August 25, 2024.

Article V. - BASIC CONDITIONS OF THE LOAN

- 1) The borrower 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.
- 7) The borrower is obligated to visibly marked the safety zone, which keep 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 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.

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E-mail kovacic@vsg.sk Web www.vsg.sk 2

- 11) 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.
- 12) The lender reserves the right to expert supervision and control of the method for use and the condition of the subject of the loan.
- 13) 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.
- 14) 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.
- 15) The loaned exhibits must be labelled at the exhibition: Zbierka Fajgerné Dudás Andrea /Collection of Andrea Fajgerné Dudás
- 16) 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

- 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 4 copies, with two copies 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

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E-mail kovacic@vsg.sk Web www.vsg.sk <

In Budapest dated

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A1.03.2024.

In Košice dated

ýchodoslovenská galéria Hlavná 27, 040 01 Kožioe IČO: 31 297 820 DIČ: 2021451113

Fajgerné Dr. Dudás Andrea Júlia

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

PROTOCOL ON TRANSFER AND RECEIPT OF EXHIBITS

- 1. Fajgerné Dudás Andrea: Unexpected twist, 2023, Dimensions: 110 x 80cm x 3 pieces, medium, material: oil and acrylics on canvas
- 2. Fajgerné Dudás Andrea: Loss of Privacy, 2023, Dimensions: 50 x 70cm, medium, material: oil on canvas
- 3. Fajgerné Dudás Andrea: Kitchentowels 2., 2017, Dimensions: 90 x 105cm, medium, material: sewn kitchen towels

For Fajgerné Dr. Dudás Andrea Júlia handed over on (date):	
11.03.2024.	
11.09.24.	
For Východoslovenská galeria received on (date):	
For Fajgerné Dr. Dudás Andrea Júlia received on (date):	
For Východoslovenská galéria handed over on (date):	

