

Museum für  
angewandte  
Kunst

Museum of  
Applied Arts

Stubenring 5  
1010 Wien, AT

MAK.at

## Zl.: 2024-199 Loan Agreement

MAK – Österreichisches  
Museum für  
angewandte Kunst

FN 200026g  
ATU 37065803

between

**MAK** – Austrian Museum of Applied Arts, Stubenring 5, 1010 Vienna, Austria, represented by Karoline Hollein, General Director and Artistic Director, and Teresa Mitterlehner-Marchesani, Managing Director, hereinafter referred to as "Lender"

and

**Slovak National Gallery**, Riečna 1, 815 13 Bratislava, SLOVAKIA, represented by Alexandra Kusá, General Director, hereinafter referred to as "Borrower".

### 1. Subject matter of the Agreement

- 1.1. The Lender shall make available to the Borrower the loan items described in detail with its insurance value in Schedule I, for the period from 10.06.2024 to 21.10.2024 including outward and return transport in accordance with the conditions set out in Schedule II, for the following exhibition:

Title: *Karol Divald and his sons*

Place: Slovak National Gallery

Duration: 27.06.-06.10.2024

- 1.2. Pre-condition that this Loan Agreement enters into force is the approval of the Austrian Federal Office for the Care of Monuments to this loan.
- 1.3. Any planned extension of the exhibition shall be notified to the Lender in writing at least four weeks before the originally planned end of the exhibition. The Lender shall not be obliged to consent to an extension of the loan agreement in question.

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- Use in breach of contract, especially passing the loan items on to any third party
- Application to institute insolvency proceedings in respect of the Borrower
- Death of the Borrower, appointment of an administrator over the Borrower, or dissolution of the Borrower
- Urgent need of the work on loan for our own purposes.

The cost of premature return transport shall be borne by the Borrower. The Borrower shall not be entitled to reimbursement of any expenses whatsoever in the event of premature recall. Should the MAK request the premature return of the loan object(s) for its own purposes, the cost of return shipment shall be borne by the MAK; also, the Borrower shall be entitled to a refund of a proportionate share of the loan fee.

### **3. Transport and Packing**

- 3.1. The loan items shall not be packed and transported until the Lender has received the original of confirmation of payment of the insurance premium, and the insurance policy or guarantee and any endorsements thereto, with copies of any necessary authorisations and documents, and the costs listed in Clause 5 have been paid.
- 3.2. The type of transport, definition of the outward and return routes, and the fine art carrier shall be selected by the Lender.
- 3.3. A transport supervisor or courier of the Lender shall in general accompany the loan items. If any installation work is required, the Lender may dispatch a restorer at the expense of the Borrower to set up the exhibit.
- 3.4. In the case of foreign consignments, customs inspection shall take the form of in-house inspection at the Lender's premises or at the exhibition location.
- 3.5. All transport, customs and insurance costs including cost of transport supervision by an employee of the Lender or an agent appointed by the Lender where the Lender considers this necessary, shall be borne by the Borrower.
- 3.6. With regard to accompaniment of transportation or courier services by an employee of the lender, the borrower shall bear the cost of the first class rail fare, tourist class flight ticket (within Europe), business class flight ticket (flights outside Europe) and at least 2 overnight stays and 3 per diem payments in Europe or at least 3 overnight stays and 4 per diem payments overseas. In the event of transportation of the items on loan in hand luggage, first class rail fares or business class is always to be booked. If transportation is by truck, the borrower shall bear at least 4 overnight stays and 5 per diem payments.

The length of the courier's stay depends on the length of his journey and on his duties at the exhibition venue. Agreement regarding this shall be reached between the parties to the contract in good time before the courier commences his journey.



- 4.5. A condition report is essential, and shall be prepared by the Lender. This documentation shall be signed by the lender and the Borrower and shall constitute part of the Agreement.

**5. Loan fee, cost of restoration, conservation, mounting and framing**

- 5.1. The loan charge for providing one to four loan items shall be EUR 400.00 plus VAT per loan item, and EUR 200.00 plus VAT for each further loan item.

The loan charge to which the Agreement relates for 2 loan items thus amounts to a total of EUR 800.00 plus VAT.

The costs of restoration and conservation amount to EUR 50.00 plus VAT.

The costs of mounting and framing graphics and textiles are calculated as follows:

Standard up to	50 x 70 cm	EUR 80.00
	70 x 100 cm	EUR 120.00
	100 x 140 cm	EUR 170.00

Special fabrications shall be subject to an overall surcharge of 30% plus VAT.

The costs hereunder for mounting and framing amount to EUR 160.00 plus VAT.

The loan charge and the costs indicated above shall be payable to the Lender on presentation of invoice before the loan items are packed.

**6. Catalogue and advertising**

- 6.1. Loan items may be photographed only for press purposes associated with the exhibition. The Lender shall grant a reproduction permit for the first edition of the exhibition catalogue and all advertising material produced in the course of the exhibition. This reproduction permit shall apply equally to CD ROMs created in association with the exhibition, the maximum resolution permitted being 72 dpi at 370 x 510 pt. per image. All printed materials have to be submitted to the MAK for approval before printing
- 6.2. On request, ektachromes / photographs of the loan items can be provided to the Borrower on payment of a loan fee. This shall also be paid before the items are packed.
- 6.3. Photographic, film and television pictures of loaned works and digitalising images and text material for purposes of the Internet are permissible only with the prior approval of the Lender, as is the production of slides, prints, cards and other reproductions. The Borrower shall ensure no third parties take such pictures without the Lender's approval. The Borrower shall indemnify the Lender in terms of third party commercial and legal claims in this regard. The Borrower shall also be liable for any copyright infringements and resultant claims.



8.5. Schedules I, II and III form an integral component hereof.

Vienna, .....

Bratislava, .....

Signature of the Lender:

Signature of the Borrower:

.....  
Lilli Hollein  
General Director and Artistic Director

.....  
Slovak National Gallery

.....  
Teresa Mitterlehner-Marchesani  
Managing Director

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**Schedule I**

Loan items with insurance value

Insurance Value  
in EUR



11. Schedule III

