

Contract of Loan
00013/00069922/2019

THE INSTITUT FÜR AUSLANDSBEZIEHUNGEN (IFA)
CHARLOTTEPLATZ 17, D-70173 STUTTGART
VAT: 147794073
- REPRESENTED BY THE DIRECTOR OF THE EXHIBITION DEPARTMENT
MRS. ELLEN STRITTMATTER, PH.D.

HEREAFTER CALLED 'THE LENDER'

AND

ĽALERIE STŘEDOČESKÉHO KRAJE, P. O. [ĽASK]
BARBORSKÁ 51 - 53, 284 01 KUTNÁ HORA, CZECH REPUBLIC
ID.NR.: 69922
VAT : CZ 69922
- REPRESENTED BY DIRECTOR OF ĽASK
MS. JANA ŠORFOVÁ

HEREAFTER CALLED 'THE BORROWER'

HEREWITH CONCLUDE THE FOLLOWING AGREEMENT OF LOAN:

- § 1 UNTIL FURTHER NOTICE, THE LENDER PUTS [REDACTED] OF ART LISTED IN THE ATTACHMENT (2 PAGES) AT THE TEMPORARY DISPOSAL, ON LOAN, OF THE BORROWER FOR THE PERIOD FROM [REDACTED] (PLUS THE PERIOD OF TRANSPORTATION BOTH WAYS)
- § 2.1 THE BORROWER IS LIABLE TO INDEMNIFY THE LENDER FOR ANY DAMAGE OCCURRING DURING THE PERIOD OF LOAN, WHICH STARTS FROM THE MOMENT THE LOAN LEAVES ITS USUAL LOCATION AND ENDS WITH THE LOAN'S RETURN DELIVERY. THIS LIABILITY FOR DAMAGES IS NOT CANCELLED BY DAMAGES CAUSED BY CIRCUMSTANCES BEYOND THE BORROWER'S CONTROL.
- § 2.2 THE VALUE OF EVERY LOAN IS FIXED AT THE FIGURE CONTAINED IN THE ATTACHED LIST [REDACTED]. THE LENDER RESERVES THE RIGHT TO MODIFY THE SUM SHOULD THE GENERAL ART-MARKET PRICE LEVELS CHANGE. THE BORROWER WILL BE NOTIFIED OF THE NEW VALUE(S) IN WRITING. A WEEK AFTER NOTIFICATION, THE NEW MARKET PRICE(S) WILL BE BINDING FOR BOTH PARTIES TO THIS AGREEMENT.
- § 2.3 IN CASE OF TOTAL LOSS OF A LOAN THE BORROWER IS LIABLE TO COMPENSATE THE FIXED MARKET PRICE STIPULATED IN THE ATTACHMENT TO § 2.2. OTHER DAMAGES WILL BE ESTIMATED BY AN ART INSURANCE ASSESSOR. THE DECISION OF THIS ASSESSOR IS BINDING FOR BOTH CONTRACT PARTNERS. THE INSURANCE ASSESSOR IS COMMISSIONED BY THE LENDER, AND THE COSTS OF THE ASSESSMENT ARE TO BE PAID BY THE BORROWER.

- § 3 IFA WILL TAKE UP AN INSURANCE FOR THE OBJECTS OF LOAN WITH A GERMAN INSURER, AND AT THE EXPENSE OF THE BORROWER. THE INSURANCE SUM FOLLOWS THE VALUE QUOTED IN § 2.2; §§ 2.2, SECOND SENTENCE, AND 3 ARE VALID ACCORDINGLY. IFA WILL ONLY GRANT PERMISSION FOR THE LOAN TO BE COLLECTED BY THE BORROWER IF AND WHEN THE INSURANCE PREMIUMS HAVE BEEN PAID IN FULL AND THE CONTRACT OF LOAN HAS BEEN SIGNED BY BOTH PARTIES.
- § 4 THE BORROWER BEARS THE COST OF TRANSPORT FROM AND BACK TO THE HOME LOCATION OF THE LOAN(S) AND ASSUMES RESPONSIBILITY FOR PROPER PACKAGING AND HANDLING.
IF REQUESTED BY THE LENDER, THE BORROWER WILL ASSIGN A STAFF MEMBER OR AN AGENT TO ACCOMPANY THE LOAN IN PERSON TO ENSURE SAFE TRANSPORTATION FROM AND TO ITS HOME LOCATION. THE COSTS WILL BE REFUNDED BY THE LENDER ON SUBMISSION OF THE RELATED INVOICES/RECEIPTS.
- § 5 CONDITION REPORTS WILL BE COMPLETED BEFORE AND AFTER SHIPPING OF THE WORKS, A RESTORER WILL BE ORGANIZED BY IFA. THE COSTS WILL BE INVOICED TO THE BORROWER BY THE EXPENSE REIMBURSEMENT.
- § 6 THE BORROWER MUST NOT ALTER THE STATE OF THE LOAN(S) BY ANY MEANS [CLEANING, RESTORING, ETC.] WITHOUT PRIOR PERMISSION BY THE LENDER. DRAWINGS AND PRINTS MUST NOT BE TAKEN OUT OF THEIR FRAMES OR MOUNTS.
- § 7 THE BORROWER MUST NOTIFY THE LENDER IN WRITING AND WITHOUT ANY DELAY OF ANY DAMAGE TO THE LOAN(S).
- § 8 THE LOAN(S) MAY ONLY BE EXHIBITED IN THE MUSEUM STIPULATED IN THIS CONTRACT OF LOAN [REDACTED]
- § 9 THE LOAN(S) MAY BE PHOTOGRAPHED, PHOTOCOPIED, COPIED OR PUBLISHED ONLY BY PRIOR WRITTEN PERMISSION OF THE LENDER.
SEE ALSO § 13
- § 10 THE LENDER IS ENTITLED TO HAVE ACCESS TO ITS LOAN(S) AT ANY TIME.
- § 11 ANY PREMATURE RETURN OF LOANS REQUIRES THE AGREEMENT OF AND CO-ORDINATED SCHEDULING WITH THE BORROWER. THE LOANS MUST BE RETURNED AT THE LATEST BY THE DATE STIPULATED IN § 1.
ALTHOUGH THIS CONTRACT FIXES THE PERIOD OF LOAN, THE LENDER IS ENTITLED TO REQUEST AN EARLIER RETURN FOR GOOD CAUSE, IN PARTICULAR OWN REQUIREMENTS AND BREACH OF CONTRACT ON THE PART OF THE BORROWER.
- § 12 IN THE EXHIBITION SPACES AND IN THE ACCOMPANYING PUBLICATION(S), THE LOAN(S) IS (ARE) TO BE CLEARLY MARKED AS A LOAN/AS LOANS, QUOTING THE NAME OF THE LENDER "INSTITUT FÜR AUSLANDSBEZIEHUNGEN E.V., STUTTGART". THE LENDER IS TO RECEIVE TWO COMPLIMENTARY COPIES OF EVERY PUBLICATION [CARRIAGE PAID].
- § 13 IN CASE NO PHOTOGRAPHS EXIST, THE BORROWER COVERS THE COST OF HAVING THE LOAN(S) PHOTOGRAPHED BY THE LENDER PRIOR TO ITS [THEIR] DISPATCH TO THE BORROWER'S EXHIBITION VENUE. PHOTOGRAPHS MUST BE USED ONLY FOR THE IMMEDIATELY RELATED PURPOSE, I.E. EXHIBITION CATALOGUE, PRESS NOTICES, ADVERTISING.

§14 AN EXPENSE REIMBURSEMENT AMOUNTING TO [REDACTED] (INCLUDING OF VAT) WILL BE CHARGED FOR PROCESSING LOANS. THIS REIMBURSEMENT IS A PRECONDITION FOR THE CONTRACT OF LOAN COMING INTO FORCE AND MUST BE PAID PRIOR TO THE BEGINNING OF THE PERIOD OF LOAN (I.E. TRANSFERRED TO THE LENDER'S [REDACTED])

§ 15 ROOM CLIMATE AND LIGHTING CONDITIONS MUST NOT EXCEED TEMPERATURES OF 20 ° CELSIUS, LIGHT INTENSITIES OF 60 LUX, AND AIR HUMIDITY DEGREES OF 50 %.

§ 16 BOTH PARTIES – LENDER AND BORROWER – WILL RECEIVE ONE COPY OF THIS AGREEMENT SIGNED BY BOTH.

SHOULD INDIVIDUAL CLAUSES BECOME INEFFECTIVE, THE VALIDITY OF ALL OTHER CLAUSES WILL REMAIN UNAFFECTED. BOTH CONTRACT PARTNERS ARE UNDER THE OBLIGATION TO REPLACE THE INEFFECTIVE CLAUSE BY AN EFFECTIVE ONE WHICH COMES AS NEAR AS POSSIBLE TO THE INTENTIONS OF THE ORIGINAL ONE.

ALTERATIONS OR AMENDMENTS TO THIS AGREEMENT MUST BE PUT DOWN IN WRITING TO BECOME EFFECTIVE, INCLUDING THIS SENTENCE.

THE LEGAL SEAT FOR ANY CONFLICT ARISING FROM THIS AGREEMENT IS STUTTGART. THE LAWS OF THE FEDERAL REPUBLIC OF GERMANY ARE APPLICABLE.

INSTITUT FÜR AUSLANDSBEZIEHUNGEN E.V.

STUTTGART, _____
DATE SIGNATURE OF THE LENDER,
DIRECTOR OF THE EXHIBITION DEPARTMENT, ELLEN
STRITTMATTER, PH.D.

KUTNÁ HORA _____
DATE SIGNATURE OF THE BORROWER,
DIRECTOR OF MUSEUM, JANA ŠORFOVÁ

ATTACHMENT: DATA OF THE LOANS

LOANS OF THE INSTITUT FÜR AUSLANDSBEZIEHUNGEN E. V. (IFA)

(wie Vorlage, nur Inv.Nr. ersetzen durch inv.no., und Wert = value, Height

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

