

ART EXHIBITION COOPERATION AND LOAN AGREEMENT

CZECH PHILHARMONIC GALERIE RUDOLFINUM

A Czech allowance organization established by and existing under the Czech law,
Having its head office located at Alšovo nábřeží 12, Praha 1, 110 00, Czech Republic,
Represented by PhDr. Petr Nedoma, Director of Galerie Rudolfinum
Registration No.: 00023264
VAT No.: CZ00023264

(Hereinafter referred to as the “**Borrower**”)

and

[Artist/Company Name]

Having its head office located at __ Claerbout studio, Kruikstraat 28, 2018 Antwerp,
Belgium _____
Represented by: __ David Claerbout _____
Registration No.: _____ BE 863 651 673 _____
VAT No.: _____ BE 863 651 673 _____

(Hereinafter referred to as the “**Lender**”)

Borrower and Lender shall collectively be known herein as *the* “**Parties**”. In determining the rights and duties of the Parties under this Agreement, the entire document must be read as a whole.

The Borrower and Lender hereby set forth their rights and duties to one another under this Agreement and agree to be legal bound as follows:

I.

Subject Matter and Purpose of the Loan

1. The Lender hereby agrees to lend to the Borrower for the purposes of exhibition and Borrower agrees to exhibit those items (Loaned Works) as are described in Appendix 1 attached to this Agreement (hereinafter referred to as the “**Loaned Works**”).
2. Total **insurance value of the Loaned Work** is██████████.....**EUR**.
3. The Loaned Works will be exhibited by the Borrower at the following location Galerie Rudolfinum, Alšovo nábřeží 12, 110 00 Praha 1, CZ (the “**Exhibition Venue**”).
4. **The Loaned Works will be exhibited in the exhibition called “David Claerbout: Olympia”** (hereinafter referred to as „**Exhibition**“).
5. The Borrower may use the Loaned Works purely for the aforementioned purpose, and the Borrower must not permit their use by any third party.

II.

Loan Period

1. Loan is for the period of: **January 6, 2020, until April 30, 2020 the latest for Exhibition from January 29, 2020 until April 12, 2020.**
2. The Loaned Works shall be returned to the Lender by the date specified under Paragraph 1 this Article. If the Borrower wishes to extend the loan period, the request shall be submitted in writing a minimum of 4 weeks prior to the agreed return date. It is exclusively up to the Lender, however, whether or not to agree with the loan period extension.
3. The Lender has the right to the request the untimely return of the Loaned Works for serious reasons. These reasons are constituted by the failure to accomplish the conditions of this Agreement. The Borrower does not have the right, whatever the circumstances, to retain borrowed works when the return is requested.

**III.
Delivery and Return of Loaned Works**

1. The Borrower shall be responsible for shipping the Loaned Works from the Lender’s place to the Exhibition Venue and returning the Loaned Works to the Lender, at the addresses and time set out below or as may be agreed to by the Parties.

Contact person (Borrower): David Korecky, korecky@rudolfinum.org, [REDACTED]
Contact person (Lender): ...Tse-Ling Uh, tseling@clauboutstudio.be, [REDACTED]

Pick-up address: [REDACTED]
 [REDACTED]
Return address:same as above.....

2. The Borrower shall pay all costs incurred to ship the Loaned Works.
3. The Borrower shall provide the Lender with a condition report within five (5) days of delivery of the Loaned Works to the Exhibition Venue.
4. The Borrower shall be responsible and liable for returning the Loaned Works in the same condition as when picked up from the Lender (up to the insurance value each of the Loaned Works set out in Appendix 1 - see Article IV this Agreement). The Borrower shall handle the Loaned Works within the duration of the loan period with extra care and shall take all the necessary measures to prevent any damage, destruction or loss. The entire premises where the Loaned Works will be displayed must be secured with an electric security system and shall be guarded 24 hours a day.
5. **The Exhibition venue shall be prepared and cleaned up prior to the unpacking of the Loaned Works so that the Loaned Works may be installed in the places reserved for them according to the design of panelling provided by the Lender.** In the exceptional events that it is not be possible to meet prescribed conditions, the Borrower shall provide suitable depository storeroom for temporary storage of the Loaned Works.
6. The Exhibiton venue shall be equipped with these stable climate conditions:
 - temperature: 18-22 degrees Celsius (+/- 5 % peaks)
 - humidity: 40-50 % (+/- 5 % peaks)
 - light level in the Exhibition Venue: from 50 lux (according to lender’s request)

7. The Lender reserves the right to verify the conditions specified in this Article.

**IV.
Insurance and Risk of Loss**

1. The Borrower shall be responsible for and indemnify the Lender for all risk of loss or damage to the Loaned Works from the time the Loaned Works are picked up at the Pick-up address by the Borrower until the time the Loaned Works are handed-over to the Return address. The Borrower agrees to pay the Lender the max. insurance valuation of each loaned work lost, stolen, damaged or destroyed as such insurance value is specified in Appendix 1 attached to this Agreement.
2. The Borrower shall obtain all-risks insurance coverage to be in effect from the time the Loaned Works leave the Pick-up address until the time the Loaned Works are returned to the Return address. The insurance shall be in an amount not less than the total insurance value of all Loaned Works described in Appendix 1 attached to this Agreement (see insurance value of each of Loaned Works). At the request of the Lender, or upon any change to the insurance policy, the Borrower shall provide the Lender with a copy of the insurance policy.

**V.
Damage to Loaned Works**

1. The Borrower shall be responsible for the cost and repair of any Loaned Works which are damaged while in the care and possession of the Borrower. The Borrower agrees to immediately inform the Lender of any such damage and shall not repair any damage without the Lender's consent.
2. The Borrower shall not be required to pay for repairs in an amount that exceeds the insurance value of the loaned work as described in Appendix 1 attached to this Agreement. If the repair cost is greater than the insurance value of the loaned work, then Borrower's liability shall be limited to the insurance value of the loaned work.

**VI.
Installation and Removal**

1. The Borrower shall be responsible for the installation and removal of the Loaned Works at the Exhibition Venue.
2. **The Borrower will cover the costs related to the preparation and packing of the work in artist's studio, in the amount of 4.925 Euros excluding VAT. The Lender shall issue an invoice without VAT (reverse charge) to the Borrower for aforementioned amount after the work is installed and tested.**
3. **The Borrower will hire the requested technical equipment from the AV Company Eidotech and cover the rental, installation, de-installation and shipping of the equipment in the amount not exceeding 9.000 Euros.**
4. **The Borrower will cover the assistance of the technician sent by the Lender, namely: the borrower will provide for technician round trip economy class, local transport in Prague from**

and to the airport, accommodation in the dates January 15 until January 18, 2020. The borrower is obliged to cover to the technician fee 350 Euros per working day, 150 Euros per travel day, 30 Euros per diems for both travel and working days on venue, 350 Euros per day for preparation of the work before arrival to the venue, limited to 4 days. All costs are stated excluding VAT. The technician will invoice his fees and per diems without VAT (reverse charge) to the Borrower after the assistance is completed.

5. The Lender shall supply each loaned work to the Borrower in a condition ready for display unless special installation, framing or mounting of the work is required at the Exhibition Venue.
6. The Lender shall have the right to inspect the Loaned Works upon giving reasonable notice to the Borrower while the Loaned Works are in the possession of the Borrower.

VII. Publicity and other conditions

1. The Borrower shall not sell the Loaned Works on the Lender's behalf during the Term of this Agreement, unless alternative arrangements are agreed to by both Parties in writing.
2. The Borrower may/~~cannot~~ take photographs of the Loaned Works for the purposes described in Paragraph 3 below.
3. Subject to all of the provisions of Paragraph 2 of this Article, the Lender grants the Borrower an exclusive, non-transferable, personal license to use photographs taken by the Borrower of the Loaned Works for reproduction in:
 - a) an exhibition catalogue;
 - b) promotional materials including posters, invitations, press releases;
 - c) critical reviews of the exhibition; and
 - d) archival storage relating to the history of the Borrower's exhibitions.
4. The Lender agrees that the exhibition catalogue shall be created and published in a printed format and/or in a digital form as an e-book, digital book, e-edition or any digital form readable on computers, smartphones, tablets or any other electronic devices.
5. The Borrower acknowledges that any photographs or other reproductions of the Loaned Works that the Borrower is permitted to take are for the purpose of the Exhibition only (including the exhibition catalogue as mentioned above). The Borrower agrees that it shall make no other use of the photographs without first obtaining the prior written consent of the Lender.
6. The Borrower acknowledges that the Loaned Works on loan under this Agreement are on loan solely for the purpose of Exhibition at the Exhibition Venue. The Borrower agrees that it shall make no other use of the Loaned Works without first obtaining the prior written consent of the Lender.
7. Except for purposes of delivery to and return from the Exhibition Venue, the Borrower shall not move the Loaned Works from the Exhibition venue without the prior written consent of the Lender.
8. The Borrower will provide to the Lender one copy from each printed exhibition promotional material (invitation, leaflet, catalogue, etc.).
9. **The Borrower shall cover the costs related to the visit of the artist and his assistant of the press meeting, opening ceremony, and a lecture in the dates January 27 until January 30, 2020, namely: the borrower will provide two round trips economy class Brussels-Prague-Brussels, local transport in Prague from and to the airport, and an accommodation.**

**VIII.
Warranty**

1. The Lender represents and warrants that:
 - a) the Lender is the sole owner of the Loaned Works or is authorized to commit this kind of Loan Agreement;
 - b) the Loaned Works are original and do not infringe any existing Intellectual Property Rights of a third party;
 - c) the Lender has full power and authority to grant the rights to the Borrower; and
 - d) the Lender has not previously assigned, pledged or otherwise encumbered the rights granted under this Agreement, except as may be described below:
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**IX.
Assignment and notices**

1. This Agreement is not assignable by either party.
2. Any notices or other communications required hereunder shall be in writing.

**X.
General Terms**

1. This Agreement, including the attachments mention in the body as incorporated by reference sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this Agreement. This is an integrated Agreement.
2. In the event any provision of this Agreement is deem to be void, invalid, or unenforceable, that provision shall be served from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall continue in full force and effect. If any provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
3. Except as otherwise in this document, this Agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
4. Any difference, controversy, or dispute arising between the Parties hereto regarding this Agreement shall be discussed in a friendly manner and settled in good faith by the parties to this Agreement as soon as possible.
5. Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.

- 6. This Agreement shall be prepared in English and the English text shall be official text of this Agreement.
- 7. The Agreement will come in force following its signature by both Parties, upon which each party will receive a copy.
 The Agreement will come in effect by publishing in the register of contracts pursuant to Act no. 340/2015 Coll., ss amended. The Agreement shall be published in the register of contracts pursuant to Act no. 340/2015 Coll., as amended, by the Borrower. The Parties note that the Agreement contains provisions or data that will not be published in the register of contracts under that law (hereinafter referred to as "**non-public data**") in accordance with Act no. 340/2015 Coll., as amended. Non-public data is the business secret of the Parties, information about the price of the Loaned Works or other information which are not published in accordance with law. The Parties have agreed that the Borrower will ensure the polluting of non-public data and will not include them in metadata. The non-public data in this Agreement are: all information about the Loaned Works in Appendix 1, personal information (private addresses and contacts), location of Loaned Works, and insurance prices. A Party which has provided any personal data in this Agreement (with the exception personal data mentioned in the previous sentence) agrees to indicate them in the text of the Agreement published in the register of contracts pursuant to Act no. 340/2015 Coll., ss amended; if this Party provides any personal data relating to a third party, the Party declares and is responsible for having such consent also from the third party concerned, unless the consent of the third party concerned was not required by law.
- 8. This Agreement has been executed in two copies.
- 9. This Contract shall be governed by the Czech law. Any disputes arising between the Parties in connection herewith shall be settled by Czech courts with the venue at the court pertinent for the head office of the Borrower.

In witness whereof and acknowledging acceptance and agreement of the foregoing, Borrower and Lender affix their signatures hereto.

In Antwerp 12 November 2019

In Prague on, 2019

.....
The Lender

The Borrower
Petr Nedoma
Czech Philharmonic Orchestra/
Galerie Rudolfinum

Accuracy of the copy guaranteed by:

.....
David Korecký, Exhibition manager

Appendix 1:
Works to be Loaned

Lender: _____

Author: _____

Title: _____

Medium: _____ **Date Completed:** _____

Size: Height: _____ **Width** _____ **Depth** _____

Insurance Value: _____ **Retail Value:** _____

Credit line: _____