

**TRAVELLING EXHIBITION LOAN AGREEMENT**  
(hereinafter referred to as “the Agreement”)

The undersigned:

**1 Technické Muzeum v Brně**  
Purkyňova 105  
612 00 Brno – Královo Pole  
**DIČ** CZ00101435  
**IČO** 00101435  
T +420 541 421 405

The Technical Museum in Brno is a state-funded organization established by the Ministry of Culture of the Czech Republic, The Founding Charter No. 17474/2000, as amended by Decision Of the Minister of Culture No. 40/2012 of 20 December 2012 and is entitled to dispose of the property of the State pursuant to Act No. 219/2000 Coll. The Technical Museum in Brno is a VAT payer, museum activities are cultural activities exempt from VAT under § 61 ZDPH.

- Hereafter called the Museum  
- Represented by **Mgr. Josef Večeřa**, Deputy Director for the Department of Science and Technology  
[vecera@technicalmuseum.cz](mailto:vecera@technicalmuseum.cz)  
+420 774 060 620

**2 ARANEUS xxxxxxxxxxxx**  
Orkana 142A  
58-307 Wałbrzych  
Poland  
NIP: PL8862307858  
e-mail address: [xxxxxxxxxxxxxxxxxxxxxx](mailto:xxxxxxxxxxxxxxxxxxxxxx)

Bank Account:  
Deutsche Bank  
IBAN: xxxxxxxxxxxxxxxx  
BIC: xxxxxxxxxxxxxxxx

- Hereafter called the Exhibitor  
- Represented by xxxxxxxxxxxxxxxx

*have agreed the following:*

§ 1

**Subject of the agreement**

1. This agreement determines the rights and obligations of both parties relating to the

**exhibition** ‘Machines of Leonardo da Vinci’ organized by the **Technické Muzeum** in the period of

XX

The **exhibition** will take place in the **Temporary Exhibition Hall** at the **Technické Muzeum v Brně**.

(hereafter referred to as *the Exhibition*)

2. The **Exhibition** consists of XXX. The exhibited items are described in the Appendix.
3. The total value of the exhibits to be insured is 160 000 EUR.

## § 2

### Exhibition place and the duration of the loan

1. The **Exhibition** will be open to the public from XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX at the Temporary Exhibition Hall during the opening hours of the **Technické Muzeum**.
2. The installation of the **Exhibition** will take place between XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX and the dismantling will be completed within 10 days from the closing for visitors.
3. The **Exhibitor** has visited and approved the exhibition space as suitable to meet the demands of the exhibition.

## § 3

### Terms and conditions, payment and payment conditions

#### I. The Museum’s obligations

1. The Museum shall transfer the payment in favour of ARANEUS for the Organization of the exhibition amounting a total sum of 45,000 euro net (in words forty-five thousand euros).
2. The Museum shall ensure the payment based on a reversed charge invoice. The amount shall be transferred in total on the day of the arrival of the exhibition at the latest for the services rendered until this date, in accordance with the detailed offer annexed to the Agreement.
3. The Museum shall ensure the payment based on the invoice issued by ARANEUS via bank transfer to the bank account mentioned at the top of this agreement.
4. The Museum shall ensure the conditions necessary for the fulfillment of the object of the agreement thus enabling ARANEUS the use of the space necessary for the exhibition.
5. The Museum shall feature the title and name of ARANEUS in any informative or promotional material referring to the exhibition.
6. The Museum shall allow access to the Muzeum Technické in Brno for the Organization of the Exhibition, during the period of its opening as well as the instalment and dismantling of the exhibition,
7. The Museum shall accomplish the object of the agreement with professionalism.
8. The Museum shall cooperate with ARANEUS for the optimal organization of the exhibition, any modification brought to the Exhibition being done upon agreement of both parties.

## **II. Exhibitor's obligations**

1. The Exhibitor shall ensure the organization of the Exhibition.
2. The Exhibitor shall print and bring to the exhibition venue up to 10.000 flyers, 200 posters in B1 as well as a banner up to a size of 25m<sup>2</sup> based on the graphic projects made by the museum.
3. The Exhibitor shall provide descriptions of the exhibits as well and information boards in Czech and English language.
4. The Exhibitor shall accomplish the object of the present contract with professionalism, respecting the terms of the offer and taking into account the Museum's remarks and tips concerning the exhibition display.
5. In order to facilitate cooperation, the Exhibitor has the right to appoint persons representing him.
6. The Exhibitor shall confer copyright to the Museum non-exclusively throughout the Exhibition period, the Museum having the right to use and mainly distribute all promo materials – video, audio etc. resulted from the Exhibition, also after its closing for promotional purposes.
7. The Exhibitor shall exonerate the Museum against all actions, claims, proceedings of any third party that claims any copyright or related rights resulting from the Organization of the Exhibition.
8. The Exhibitor shall maintain confidentiality regarding the information received from the Museum.
9. The agreed payment includes all costs that may arise in the process of fulfilling the Agreement, the Parties shall not request any additional payments.

§ 4

## **Final agreements in accordance to the practice of concluding agreements**

1. Any disagreement or litigation that may arise from this Agreement shall be amiably settled, if amiably settlement cannot be reached, the litigation shall be deferred to the competent court of jurisdiction.
2. The Agreement is drawn up in four bilingual copies of equal legal worth, in Czech and English language for the Museum and for the Exhibitor.
3. The Agreement can be changed and amended only with numbered written amendments signed by the representatives of the Parties.
4. The Parties acknowledge that they entered into the Agreement voluntarily and seriously, they did not enter into the Agreement in distress, or on noticeably unfavorable conditions, they read it thoroughly, understood it properly and do not have any objections regarding its form and content, nor do they suggest any amendments which representatives of the Parties with legal capacity confirm by their personal signatures.
5. The Parties are responsible for any damage that may arise from the culpable failure in fulfilling their obligations in the Agreement or breach of the Agreement.

§ 4

## **Additional agreements**

1. In case that the Museum will be closed to the public as a result of the COVID-19 pandemic, the duration of the rental period of the exhibition will be extended by the number of days it was closed due to restrictions.

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signed and stamped on behalf of  
The Museum

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signed and stamped on behalf of  
The Exhibitor