

LEIHVERTRAG | FICHE DE PRÊT | LOAN AGREEMENT

Name & Adresse des Leihgebers

Nom & adresse du prêteur
Name & address of Lender

Kunsthhaus Zürich
c/o Zürcher Kunstgesellschaft
Postfach
CH - 8024 Zürich

Spedition :
Hirschengraben 8
CH - 8001 Zürich

Name & Adresse des Leihnehmers

Nom & adresse de l'emprunteur
Name & address of Borrower

National Gallery Prague
Staromestske nam. 12
110 15 Prague 1 - CZECH REPUBLIC

Titel der Ausstellung/Tournee

Titre de l'exposition/tournée
Titel of the exhibition/tour

Amidst Smoke Rings:
Portrait of an Artist as a Smoker in Czech Modern Art

Ort/Daten der Ausstellung/Tournee

Lieu/dates de l'exposition/tournée
Place/dates of exhibition/tour

National Gallery in Prague, Prag: 23.09.2022 – 08.01.2023

Name des Kurators

Nom du commissaire de l'exposition
Name of the curator



Name des Künstlers

Nom de l'artiste
Name of the artist



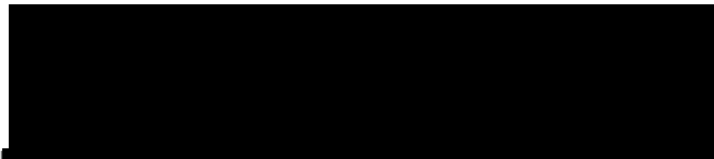
Werktitel, Entstehungsjahr, Inventar-Nr.

Titre de l'oeuvre, datation, no. d'inventaire
Title of the work, date, inventory no.



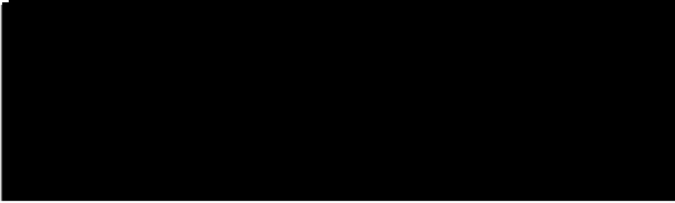
Material und Technik

Matériel et technique
Medium and technique



Masse in cm (H, B, T) ohne/mit Rahmen

Dimensionstions en cm (h,l,p) sans/avec cadre
Dimensions in cm (h,w,d) with/without frame



Credit line des Eigentümers

Mention pour le catalogue et l'exposition
Credit line in catalogue and exhibition



Versicherungswert in Schweizer Franken

Valeur d'assurance en Francs suisses
Insurance value in Swiss Francs

Versicherung | Transport | Kosten | Photographie & Reproduktionsrechte

- Das Kunsthaus Zürich lässt die Leihgabe durch [REDACTED]
- [REDACTED]
- [REDACTED]
- Die Abbildungsvorlagen sowie deren Rechte (Veröffentlichung in der Presse und im Katalog nur im Zusammenhang mit der Ausstellung) können schriftlich bei [REDACTED] angefragt werden. Die Verwendung der Abbildung für weitere Zwecke bedarf einer separaten Bewilligung. Das Fotografieren von Werken ist nicht gestattet.

Assurance | Transport | Frais | Photographie & droits de reproduction

- L'assurance sera couverte auprès de [REDACTED]
- [REDACTED]
- [REDACTED]
- Le matériel d'illustration ainsi que les droits de publication dans la presse et dans le catalogue (uniquement en relation avec l'exposition) peuvent être obtenus sur demande écrite adressée à [REDACTED]. L'utilisation des reproductions pour autres buts nécessite une autorisation séparée.

Insurance | Transportation | Costs | Photography & Reproduction Rights

- Kunsthaus Zürich insures the loaned item(s) with [REDACTED]
- [REDACTED]
- [REDACTED]
- Reproductions and permission for their use in the press and in the catalogue (in connection with the exhibition only) may be requested in writing from [REDACTED]. The use of reproductions for any other purposes requires separate permission.

Die «Allgemeinen Bestimmungen zum Leihvertrag» sind Bestandteil dieses Vertrages.

Les «conditions générales de la fiche de prêt» sont parties intégrantes de ce contrat.

The «General Conditions to the Loan Agreement» are an integral part of this Agreement.

Gerichtsstand ist Zürich, Schweiz

Fort juridique: Zurich, Suisse

Place of Jurisdiction is Zurich, Switzerland

Ort und Datum: Zürich, 29.04.2022

Lieu et date:

Place and date:

Ort und Datum: Prague 30.1.2022

Lieu et date:

Place and date:

Unterschrift des Leihgebers: Dr. Christoph Becker [REDACTED]

Signature du prêteur:

Signature of the Lender:

Unterschrift des Leihnehmers: [REDACTED]

Signature de l'emprunteur:

Signature of the Borrower:

General conditions of the Loan Agreement

1 | Purpose of Loan

The item(s) loaned by the Lender may not be used for any purpose other than that agreed upon. The Borrower undertakes to return the work immediately and without being requested to do so at the termination of the loan.

2 | Transportation

The Borrower shall pay the costs of preparation, packing and crating, transportation to and from the Borrower, insurance and all expenses of any courier (per diem allowance, travel expenses, hotel accommodation). In the event that the Borrower's exhibition is cancelled, any costs already incurred in preparation and packing shall be borne by the Borrower. The Lender shall have the right to be present during unloading, unpacking, repacking and reloading of the loaned item(s). The loaned item(s) may only be unpacked and repacked by competent and experienced personnel on the Borrower's exhibition premises. In cases where a courier accompanies the loaned item(s), the condition report shall be reviewed, verified and signed by the Borrower to acknowledge receipt. The Lender shall recommend a professional Swiss art transport company to the Borrower. Any special arrangements that may be necessary to meet the insurer's requirements (e.g. a Securitas and/or police escort, number of shipments etc.) may be made by the Lender at the expense of the Borrower. The Borrower shall bear the cost of preparing a work for any photography requested by the Borrower.

3 | Borrower's duty of care

The Borrower undertakes to protect the loaned item(s) from damage or deterioration of any kind. The loaned item(s) must not be exposed to direct sunlight and shall be protected from rises in temperature due to artificial light and heat sources. The following standard levels shall be maintained for paintings: relative humidity: 55%, +/- 5%, temperature: 20 degrees C (68 degrees F), +/- 3 degrees C (28 degrees F), lighting: 300 lux (30 foot candles). For graphic works: relative humidity: 50%, +/- 5%, temperature: 20 degrees C (68 degrees F), +/- 3 degrees C (28 degrees F), lighting: UV filtered light only, not exceeding 50 - 80 lux (8 foot candles). For sculptures: relative humidity: 50%, +/- 5%, temperature: 20 degrees C (68 degrees F), +/- 3 degrees C (28 degrees F), lighting: 300 lux (30 foot candles). Evidence of the environmental and light levels shall be available upon request at all times. The Lender shall be allowed access to the loaned item(s) and may inspect the safe custody, storage and exhibition conditions at any time. Bronze or gilt framed works and the like may only be handled by personnel wearing gloves. The Borrower may not make any alterations to the work (restorations or any other kind of work) or its mounts, fittings and fixtures (frame, base, glass etc.) without the prior written consent of the Lender. The Borrower shall notify the Lender immediately if any alteration, damage or loss of a work is discovered.

4 | Insurance and liability

Kunsthaus Zürich shall insure the loaned item(s) (under a "wall to wall" policy while in transit and on location) against all risks, including war, strikes, riots and civil commotion, with its insurer at the expense of the Borrower. The Borrower shall be responsible for any and all damage to the loaned item(s) during the entire period of the loan. Liability shall accrue even if damage only becomes evident after the work of art has been returned and even if such damage is due to circumstances for which the Borrower is not responsible. In the event of loss or damage, damages shall be assessed on the basis of the insurance value stated in the Loan Agreement. If the claim for damages exceeds such amount as may be paid by the insurer, the Borrower shall indemnify the Lender for the unrecovered balance within a reasonable period of time. The Lender reserves the right to raise the insurance value if the work increases in value. The Lender shall notify the Borrower thereof in writing.

5 | Catalogues / Publications

The Borrower shall provide to the Lender, at no charge, two copies (and one for the owner if the work is being loaned on behalf of a third party) of any exhibition catalogue or publication accompanying the exhibition as soon as such catalogue or publication becomes available.

6 | Termination

The Lender shall have the right to terminate the Agreement at any time for good cause (such as a breach of the terms of the Agreement, failure to assure proper care and preservation of the loaned item(s) etc.).

7 | General

The "General Conditions of the Loan Agreement" are an integral part of the Loan Agreement. If any of the terms and conditions of the Agreement shall be deemed invalid, void or unenforceable, such term or condition shall not affect the validity and enforceability of the remaining terms and conditions. The Agreement shall be governed by the laws of Switzerland and be subject to the jurisdiction of the courts of Zurich.