



Loan agreement

parties

▪ **Stichting Kröller-Müller Museum, Houtkampweg 6, 6731 AW Otterlo**

hereinafter referred to as: the Lender

and

▪ **Narodni Galerie, Staromestké nám. 12, 110 15 PRAGUE 1, Tsjechië**

hereinafter referred to as: the Borrower

have agreed as follows:

The Lender shall give the Borrower the temporary loan of the work(s) of art specified in the annex / annexes for the duration of the exhibition mentioned below subject to the conditions printed overleaf.

exhibition title	Amidst Smoke Rings: the Portrait of an artist as a Smoker
location(s) / dates	Narodni Galerie, PRAGUE 1, 23-09-2022 -- 08-01-2023

The Borrower accepts the loan(s) subject to the conditions printed overleaf.

The Lender



**Otterlo, 5-4-2022
Drs. Lisette Pelsers
Director**

The Borrower



- The agreement shall not be valid until it has been signed and dated by both parties.
- This agreement is governed by Dutch law.
- Any disputes which may arise from this agreement may be submitted exclusively to the competent Dutch courts.

Registration number: Uitleen-2022-37

annex(es):



Conditions governing loan agreement

General

- The Borrower shall exercise the greatest care with respect to loans and shall take all the appropriate measures against fire, theft, loss and/or damage. The Borrower shall look after the loans in his custody in conformity with museum standards at the location or locations specified in this loan agreement.
- For paintings and works on paper T 20 ° C (+/- 2 ° per 24 hours), RH 52% (+/- 2% per 24 hours). For works on paper and photographic material lighting to a maximum of 50 lux; for paintings to a maximum of 150 lux. Different requirements may apply for sculptures and specific works.
- The Borrower is not permitted to give the use of objects on loan to third parties nor to transfer the same to other premises without the Lender's permission in writing. The Borrower is aware of the fact that the objects on loan are property of the Kingdom of the Netherlands, unless it is otherwise stated.
- The Borrower shall notify the Lender without delay in the event of the loss of or damage to an object on loan, followed by confirmation in writing.
- Restoration or other treatment of loans, including opening the frame, may only be carried out with the Lender's prior permission in writing.
- The Lender may cancel this agreement with immediate effect if the condition of the loan deteriorates between the time of entering into this agreement and the time of shipping to the Borrower
- All costs arising from the loan, such as the costs of transport and packaging, restoration of any damage occurring during the loan period (regardless of whether or not the Borrower is to blame for the occurrence of such damage), insurance, courier, etc. shall be for the Borrower's account.
- Objects are lent by the Lender 'as is'. Although to the best of the Lender's knowledge objects on loan conform to the description stated in the annex, the Lender does not give any warranty in this respect.
- Paintings and works on paper need to be secured to the wall on at least two points. Paintings must be fitted with an electronic alarm on the back.
- If the Borrower fails to comply with his obligations under this agreement, the Lender shall be authorised to terminate the loan agreement without any further notice of default.

Catalogue

- The Lender shall receive two copies of the exhibition catalogue free of charge.

Photography / reproduction

- Professional photographing and/or reproducing the loan by the Borrower or a third party, is not allowed.
- High Res images for the catalogue can be ordered from the Photo Department of the Kröller-Müller Museum via [REDACTED]

Transport

- All transports of loans shall be carried out by one of the following [REDACTED]
- Transport in combination with objects other than works of art and/or antiques is not permitted.

Packaging

- The Lender shall determine the method of packaging.

Insurance

- Object on loan shall on account of the Borrower be insured against all risks covering the loans wall-to-wall during transit and on location during the period of loan via an insurance company/broker specialising in works of art, with the policy designating the Lender as beneficiary.
- On request the Lender shall receive a copy of the terms and conditions governing the policy.

Insurance of loans is provided by the Lender.
Loans will be insured with Aon Artscope Nederland of Amsterdam (tel.: 020-430 56 02 fax: 020-430 57 90).
The premium note and a Certificate of Insurance will be sent by Aon Artscope Nederland.

Insurance of loans is provided by the Borrower.

Condition report

- Upon receipt of an object on loan the Borrower shall make a report on its physical condition.
- Just before shipping the object on loan the Lender shall make a report of its physical condition. This report must be shipped together with the object.
- Whenever the Borrower finds a discrepancy between the physical condition and the condition report accompanying the object, the Lender shall be notified thereof without delay.

Special conditions and costs

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Handwritten signature in blue ink, possibly reading "Kumar".