# Loan Schedule

**Lender** Private Collection

**Agent** White Cube Ltd

144 - 152 Bermondsey Street London

SE1 3TQ

United Kingdom

**Borrower** xxxxx, Director of Galerie Rudolfinum, CZECH PHILHARMONIC, GALERIE RUDOLFINUM

Alšovo nábřeží 12,

Praha 1,

110 00,

Czech Republic

**Borrower contact** xxxxx

**Telephone** xxxxx

**Email** xxxxx

**Exhibition** *Fragilités*

**Venue** See borrower

**Exhibition dates** 13 October 2022 – 08 January 2023

# Collection/Return address

xxxxx

**Collection date** From 24 August 2022

**Return date** By 8 February 2023

**Shipping Notes** For all shipping and insurance arrangements please contact xxxxx

**For slides/ Transparencies** For images and press related enquiries please xxxxx

**Required credit for** Private Collection, Courtesy White Cube

# Artist, Lender and Agent

Alissa Friedman

**Exhibition**

**Dates** 13th October 2022 to 8th January 2023

**Loan Period** 24th August 2022 to 8th February 2023

**Artwork**

Xxxxx

Xxxxx

Xxxxx

Xxxxx

**Insurance Value** £2,500,000.00 GBP

**Terms**

1. Definitions

“Agent” means White Cube Ltd

“Agreement” means this Loan Agreement including the Loan Schedule “Artist” means the creator of the Work(s) as identified above

“Borrower” means institution, gallery or individual identified in the Schedule

“Collection Address” means the address from which the Work(s) shall be collected as specified in the Schedule (or such other collection address as notified to the Borrower by the Agent in advance of the collection of the Work(s))

“Collection Date” means the date for collection of the Work(s) by the Borrower as specified in the Schedule “Exhibition” means the exhibition specified in the Schedule.

“Exhibition Dates” means the exhibition dates specified in the Schedule

“Exhibition Venue” means the exhibition venue specified in the Schedule “Lender” means the person identified as such in the Schedule

“Loan Period” means the period from Collection Date until the Work(s) is/are returned by the Borrower to the Return Delivery

Address

“Return Date” means the deadline for return of the Work(s) to the Lender as specified in the Schedule

“Return Delivery Address” means the address to which Work(s) shall be returned as specified in the Schedule (or such other delivery address as notified to the Borrower by the Agent in advance of the delivery of the Work(s))

“Work(s)” means the work(s) of art identified above

1. Loan

The Lender agrees to loan the Work(s) to the Borrower for the purposes of the Exhibition on the terms set out in this Agreement for the Loan Period and the Borrower undertakes to return the Work(s) by the Return Date (such obligation being the essence of this Agreement).

1. Rights and Restrictions
	1. The Borrower shall have the right to exhibit the Work(s) as part of the Exhibition at the Exhibition Venue for the duration of the Exhibition Dates and strictly in accordance with the terms set out in this Agreement.
	2. The Borrower’s right to show the Work(s) at the Exhibition shall be limited to non-commercial exhibition of the Work(s). The Borrower shall have no right to exhibit the Work(s) in connection with the promotion, advertisement or sponsorship of any person, business, product or service provided that it is acknowledged that the foregoing restriction shall not prevent the

showing of the Work(s) at the Exhibition Venue if it charges a general admission fee to view all the works (including the Work(s))

at such venue as distinct from an entry fee to view the specific Work(s).

* 1. The Borrower shall not, and shall not authorise any third party to, do any of the following:
		1. make any alteration to the Work(s);
		2. subject to clause 10.1 below, make any copies of the Work(s) or any part thereof by any means or in any media including, but not limited to, by making any film or taking any photograph of the Work(s); and
		3. otherwise exploit the Work(s) by any means or in any media including, but not limited to, by including the Work(s) in an

broadcast, webcast or otherwise communicating the Work(s) to the public.

* 1. Without limitation to the foregoing, if the Borrower wishes to make available any photographs or films of the Work(s) in connection with the publicity or advertising of the Exhibition, it shall seek the prior written authorisation of the Lender (via the Agent).
	2. Nothing in this Agreement shall give the Borrower any proprietary rights in the Work(s).
	3. The Artist remains the copyright owner of the Work(s) and the Borrower acknowledges that the Artist’s moral rights in relation to the Work(s) (including his right to be identified as author and director of the Work(s)) are hereby asserted.
	4. For the avoidance of doubt, save for the rights granted to the Borrower under this Agreement, all rights in the Work(s) are retained by the Artist or Lender, as appropriate.
1. Credits

The Borrower agrees to credit the Lender and the Agent in the form specified on the Schedule, such credits to appear in a suitable place at the Exhibition Venue and wherever the Work(s) is/are reproduced in any medium, including but not limited to, any promotional or other publicity materials relating to the exhibition of the Work(s) or exhibition brochures, as permitted hereunder.

1. Costs
	1. The Borrower shall be liable for all costs associated with the loan, including but not limited to, all insurance, transport, installation, delivery costs (including all handling out, receiving in, condition checking, packing, casing charges and courier costs required for the safe transport of the Work(s)) and, if considered necessary by the Agent, the cost of a technician specified by the Agent to carry out the installation of the Work(s) (including, but not limited to, their fee and travel and accommodation expenses) together with any applicable taxes or duties (including any VAT due).
	2. In the event that the Lender and/or Agent incurs any costs specified at clause 5.1 above, the Borrower shall reimburse the Agent and/or Lender these costs promptly on receipt of an invoice.
	3. The Borrower shall also reimburse any costs incurred by the Lender and/or the Agent due to the failure of the Borrower to return the Work(s) by the Return Date including (without limitation) costs incurred by the Work(s) being unavailable for subsequent exhibitions or for shipment to a third party, such costs to be reimbursed promptly after the Borrower receives notice of the same.
2. Transport
	1. The Agent shall be responsible for arranging the collection of the Work(s) from the Collection Address on the Collection Date and its/their transportation to the Exhibition Venue and return to the Return Delivery Address on or before the Return Date.
	2. All transportation costs are to be paid by the Borrower, including the costs of transportation for thermo lignum treatment before and after the loan.
	3. The Borrower shall ensure that all instructions for packaging and transportation which are supplied by or on behalf of the Lender are adhered to in full.
	4. Notwithstanding clause 6.2, when the Work(s) is/are to be transported by road at any point during the Loan Period, the Borrower must ensure that the Fine Art transport company vehicle is air-ride and climate controlled.
3. Condition Report

A condition report must be carried out on the Work(s) on the collection of the Work(s) at the Collection Address and again on the return of the Work(s) to the Lender at the Return Delivery Address. Such condition reports must be completed by a suitably experienced person approved in advance by the Agent and all associated costs shall be borne by the Borrower.

1. Handling and Display

The Borrower shall (and shall be responsible for ensuring that its employees, officers, consultants, agents and any persons under its control shall) during the Loan Period:

* 1. exercise all due care and diligence in the transportation, handling, storage and display of the Work(s);
	2. take all necessary precautions to prevent risk of loss or damage to the Work(s);
	3. procure that the Work(s) is/are installed and displayed in accordance with any installation instructions (including the use of all specified equipment and materials) supplied by or on behalf of the Lender and/or Agent and that no variation from such instructions

(including the use of all specified equipment and materials) is permitted unless it has received the Agent’s prior written approval on behalf of the Lender and, if this clause is not complied with, the Lender and/or Agent reserve the right to request that the Work(s) is/are returned to the Return Delivery Address immediately at the Borrower’s cost;

* 1. ensure that only suitably qualified and experienced personnel are responsible for the handling and installation of the Work(s);
	2. inform the Agent of any loss of or damage to the Work(s) or any alteration in the condition of the Work(s) as soon as reasonably practicable and in any event within 48 hours of any such event occurring, and no restoration or (where applicable) re-framing should be undertaken without the consultation and authorisation of the Lender and/or Agent;
	3. ensure that the Exhibition Venue, where the Work(s) is/are displayed, complies with the following environmental conditions or such alternative or additional conditions which have been advised in writing by the Lender and/or Agent or have received the Agent’s prior written approval: Temperature 20°c ± 2°c; RH 50% ± 5% and Lux 200-300 general or 50-100 for

Work(s) on paper;

* 1. ensure that the Work(s) is/are guarded during the opening hours of the Exhibition and that all relevant staff at the Exhibition Venue are briefed to ensure that visitors of the Exhibition are kept from touching or interfering with the Work(s); and
	2. not move the Work(s) after they have been installed without the prior written permission of the Agent.
	3. The Borrower undertakes to insure the Work(s) at its own cost for the entirety of the Loan Period with an insurer approved by the Agent and in accordance with the full agreed insurance value indicated on this Agreement appropriately and “nail to nail” under an 'All Risks' exhibition insurance policy which (without limitation) shall cover all risks in connection with the transportation, handling, storage and exhibition of the Work(s) during the Loan Period.
	4. The interests of the Lender and the Agent in the Work(s) shall be notified to the insurer and they shall be noted on the policy or on a certificate accompanying the policy as the Loss Payee. Such policy and any accompanying certificate are referred to below as a "Qualifying Insurance Policy".
	5. It is a condition of the loan that a copy of a Qualifying Insurance Policy must be provided to the Agent prior to commencement of the Loan Period and the Lender reserves the right to request that additional insurance is taken out if the Lender or Agent considers this to be necessary.
	6. The Borrower shall be liable for any loss and/or damage to the Work(s) to the extent that such loss and/or damage is covered by the Qualifying Insurance Policy or would have been covered by the Qualifying Insurance Policy but for the invalidation of the Qualifying Insurance Policy as a result of the Borrower’s failure to comply with the specific requirements set out in the Qualifying Insurance Policy.
	7. The Borrower shall do nothing which would invalidate or restrict the ability of the Borrower, Lender or Agent to make any claim or recover monies under the Qualifying Insurance Policy.
1. General
	1. Within a reasonable period of time of the Exhibition opening, and in any event no later than one month after the closing of the Exhibition, the Borrower agrees to provide the Agent with two (2) copies of each of the following items in which the Work(s) is/are included, such material is to be sent to the Agent for the attention of the Archivist:
		1. high resolution professional digital photographs of each of the Work(s) in situ (no less than 50 mb tiff files at 300 dpi and preferably 220 mb 16 bit tifs) (the “Exhibition Shots”) and the appropriate caption and credit to be used in any reproduction of the Exhibition Shots. Any use of the Exhibition Shots will be subject to permission from the Borrower’s Picture Library;
		2. all authorised printed matter (including, but not limited to, Exhibition catalogues, pamphlets, brochures, postcards, press releases, lists of Works, invitations for the Exhibition, recorded Artist’s talks, radio interviews or reviews, TV interview of reviews); and
		3. all press received in connection with the Exhibition.
	2. Should the Work(s) be a film or video work, the Borrower will ensure that all the data in relation to the Work(s) is deleted from any device on which the Work(s) has been saved or downloaded immediately after the end of the Exhibition by using either of the following methods: (a) reformatting the drive on each device on which the Work(s) was saved or downloaded; or (b) in instances where (a) is not possible, deleting the files from each device on which the Work(s) was saved or downloaded. Should the Work comprise of a time based media element, this clause shall apply to such media element.
	3. The Borrower agrees to indemnify the Lender and the Agent against any loss damage or cost which the Lender and Agent suffers or incurs as a result of the Borrower being in breach of or failing to perform any of its obligations under this Agreement.
	4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
	5. No variation may be made to this Agreement unless agreed in writing by both the Borrower and the Lender.
	6. This Agreement is governed by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

Return of the above work is required by 8th February 2023

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Borrower: For and on behalf of White Cube Limited

Date: Date: 28th July 2022