



LOAN AGREEMENT No 10 / 2023

Concluded in Bytom, on 27.03.2023, between:

Muzeum Górnośląskie w Bytomiu
(Upper Silesian Museum in Bytom)
Plac Jana III Sobieskiego 2
41-902 Bytom
NIP (tax identification number): 626-000-43-92
REGON (statistical identification number): 000278451
represented by:
Iwona Mohl - Director
hereinafter referred to as **the Lender**

and

Gallery of Central Bohemian Region ("GASK")
with registered office: Barborská 51, 284 01 Kutná Hora, Czech Republic
ID number: 000 69 922, VAT number CZ00069922
(hereinafter referred to as
represented by
Jana Šorfová, MBA, director
(contact e-mail: xxxx
hereinafter referred to as **the Borrower**

§ 1

The subject of the agreement is the free loan of exhibits, hereinafter referred to as the Objects, specified in this agreement, for the purposes of the exhibition Uncensored: Polish Independent Art of the 1980s. organised by the **xxxxxxx** / Borrower.

1. Loan venue: xxxx
2. Loan period xxxx
3. Exhibition duration: xxxxx
4. Exhibition organiser: **xxxxx**
5. The Borrower undertakes to use the Objects which are the subject of this Agreement only for the purpose specified in §1 of this Agreement.

§ 2

1. The loan takes place from xxxxx, and the Objects should be returned to the Lender within this period.
2. In justified cases, the Lender may request an earlier return of the Objects.
3. Any changes of the dates of the collection or return of the Objects should be agreed with the Lender at least two weeks in advance and confirmed with a written annex under pain of nullity.

§ 3

1. Collection and return of the Objects, which are the subject of this Agreement, will take place at the Lender's premises, on the basis of the protocol of transfer and receipt, at the date agreed by the parties at least one week in advance.
2. The protocol of transfer and receipt will constitute an integral appendix to this Agreement.
3. The representative of the Borrower upon collection of the objects shall present a personal authorisation letter signed by the person mentioned in this Agreement, representing the Borrower, and a document confirming the identity of the Borrower's representative.
4. The Borrower shall be fully responsible for the lent items from the moment of their release by the Lender until their return.
5. The Borrower is obliged to return the lent objects to the Lender in the condition in which he received them.

§ 4

1. The Borrower is obliged to provide the lent Objects with appropriate packaging, transportation in conditions that guarantee their integrity and safety, transport protection in accordance with applicable regulations and to bear all related costs.

§ 5

1. Without the consent of the Lender, the Borrower shall not be allowed to hand over the lent Objects for use or for storage to other institutions, legal or natural persons, or to use these objects for purposes other than those specified in this Agreement. The Borrower is also not allowed to change, without the consent of the Lender, the place of storage of the borrowed exhibits.
2. The lent Objects may not be subjected to any conservation works, as well as cleaning, taking out of the frames, taking samples for analysis, without obtaining a prior written consent from the Lender.

§ 6

1. The Borrower shall be fully responsible for the loss, damage or deterioration of the exhibits on loan, caused by events occurring in the period from the handover of the objects to their return.
2. For the time of transportation, storage and display, the Borrower will provide permanent and proper protection, including insurance protection, of the Objects against the risk of fire, theft, the impact of unfavourable and harmful light and electromagnetic waves, temperatures, moisture, from dirt and from being touched by unauthorized and unqualified persons or the audience.
3. In the event of loss of the Objects, the Borrower will be obliged to pay compensation corresponding to the market value of the Objects on the day of its determination, with the proviso that it may not be lower than the amount specified in the loan agreement. Regardless of this, the Borrower will pay the Lender a compensation for the loss of value of the objects caused by damage or other deterioration of their condition.
4. Regardless of the coverage of the actual loss specified in point 3 of this section, the Lender may demand compensation for the lost profit.

§ 7

1. The Borrower may publish, film or photograph the lent Objects solely for the purposes of promoting the exhibition. Any forms of publication not related to the exhibition on which the lent Objects will be presented, require a written consent of the Lender.
2. The Lender agrees for the reproductions of the Objects to be included in the catalogue accompanying the exhibition, under the conditions specified in a separate agreement. The Borrower shall provide the Lender with two copies of the exhibition catalogue free of charge, at the latest upon the return of the lent objects.
3. The Borrower is obliged to include in all signatures, labels, publications and other materials the information specifying the owner of the objects in the following wording: "Upper Silesian Museum

in Bytom".

§ 8

Information on lent Objects:

Artist: xxxx
Title: xxxx
Technique: xxxx
Size: xxxx
Inventory number: xxx
xxxx

§ 9

1. The Parties designate their representatives for correspondence, cooperation and exchange of information in the implementation of this Agreement:

- on the part of the Lender; xxxx

- on the part of the Borrower: xxxxxx

2. Representatives are not allowed to make declarations of will on behalf of the parties, in particular, to amend the Agreement.

3. Changes of representatives do not require an annex to the Agreement, however the party changing the representative is obliged to inform the other party about it in writing.

§ 10

1. Any changes to this Agreement shall be made in writing under pain of nullity.
2. Any disputes that may arise from the performance of this Agreement shall be settled by the court competent for the seat of the Lender.
3. In matters not covered by this Agreement, the provisions of Polish law, in particular the Civil Code, shall apply.
4. This Agreement is made in four identical copies, two in the Polish language and two in the English language. The Lender and the Borrower each receive one copy in the Polish language and one copy in the English language. In the event of any discrepancies between the language versions hereof, the Polish language version shall be decisive.

Lender

Borrower