

**Loan Agreement no. 9/2023/DS.GSW  
of April 3, 2023**

This Loan Agreement follows national and international principles of ethical standards, including the ICOM Code of Ethics and UNESCO Convention on the means of prohibiting and preventing the illicit import, export and transfer of ownership of cultural property.

The Agreement is binding along with the attached Terms of Loaning as well as Appendix 1 — Terms of Transport, Handling, Packing, Parameters of Storage and Exhibition Environment and is signed by:

**Name of the Lender:**

Leon Wyczółkowski District Museum in Bydgoszcz  
ul. Gdańska 4, 85-006 Bydgoszcz, REGON 092554209, NIP 967-00-56-094  
represented by  
Director— Dr. Wacław Kuczma  
hereinafter called the Museum

**and:**

**Name of the Borrower:**

Gallery of Central Bohemia (GASK)  
Barborská 51-53, 284 01 Kutná Hora, IČ: 00069922, DIČ: CZ 69922  
represented by  
Director— Jana Šorfová  
hereinafter called Gallery

**a) Exhibition**

Title: "xxxxxxxxxxxxx"  
Time of exhibition (dates): xxxxxxxxxxxxxx

**b) Loan period**

Dates: xxxxxxxxxxxxxx

**c) Object on loan**

1. Author / artist, place of making the art: xxxxxxxx  
Title / Description: xxxxx  
Dated: xxxxxxxx  
Base and art technique: xxxxxxxxxxxx  
Dimensions: xxxxxxxxxxxxxx  
Inventory number: xxxxxxxxx  
Credit Line (Proper inscription of the name of the owner of the object): xxxxxxxxxxx xxxxx
  
2. Author / artist, place of making the art: xxxxxxxx  
Title / Description: xxxxx  
Dated: xxxxxxxx  
Base and art technique: xxxxxxxxxxxx  
Dimensions: xxxxxxxxxxxxxx  
Inventory number: xxxxxxxxx

Credit Line (Proper inscription of the name of the owner of the object): xxxxxxxx

3. Author / artist, place of making the art: xxxxxxx

Title / Description: xxxxx

Dated: xxxxxxxx

Base and art technique: xxxxxxxxx

Dimensions: xxxxxxxxxxxx

Inventory number: xxxxxxxxx

Credit Line (Proper inscription of the name of the owner of the object): xxxxxxxx

4. Author / artist, place of making the art: xxxxxxx

Title / Description: xxxxx

Dated: xxxxxxxx

Base and art technique: xxxxxxxxx

Dimensions: xxxxxxxxxxxx

Inventory number: xxxxxxxxx

Credit Line (Proper inscription of the name of the owner of the object): xxxxxxxx

5. Author / artist, place of making the art: xxxxxxx

Title / Description: xxxxx

Dated: xxxxxxxx

Base and art technique: xxxxxxxxx

Dimensions: xxxxxxxxxxxx

Inventory number: xxxxxxxxx

Credit Line (Proper inscription of the name of the owner of the object): xxxxxxxx

**d) Insurance:**

1. Value of insurance: xxxx
2. Value of insurance: xxxx
3. Value of insurance: xxxxx
4. Value of insurance: xxxxx
5. Value of insurance: xxxxx

- The cost of insurance is covered by the Borrower

**e) Address of the place of pick-up and return:**

xxxxx

**f) Persons authorized for relations:**

First name, last name: Dr. Monika Kosteczko-Grajek

Phone number: xxxx

Email: xxxxx

First name, last name: Anna Kaszubowska

Phone number: xxxxxx

Email: xxxxx

**Lender:  
Museum**

**Borrower:  
Gallery**

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## **Terms of borrowing**

### **General terms of borrowing**

The Lender loans the objects mentioned in the Loan Agreement no. 9/2023/DS.GSW dated April 3, 2023. The object on loan can be used exclusively for the purpose indicated in the Agreement and during the period mentioned in the Agreement. It has to be returned to the Lender immediately after the end of the exhibition, without any delay and waiting for request from the Lender. When the Borrower violates any of the terms of the Agreement, the Lender has the right to terminate the Agreement with immediate effect and without any additional formalities and request for sending back the objects at the expense of the Borrower, and if necessary claim damages.

The Borrower bears all costs related to loaning (convoying across Poland to the national border, insurance during transport and return transport, insurance during exhibition, packing, transport, other additional expenses) and is not authorized to loan the objects to any third party. The Borrower has no right to make any alterations in the object, copying, making repairs and restoration without an approval in writing from the Lender. The Borrower undertakes to exhibit and store the object with due diligence, in accordance with the terms indicated by the Lender in Appendix 1.

The Lender, the Borrower and third parties mentioned in the Loan Agreement undertake to regard all articles of the Agreement as confidential.

## **Financial responsibility**

The value of the object was appraised by the Lender. The Borrower undertakes to insure the object on the principle “from nail to nail” (which means from the time of removal of the object from its permanent place to the time of its return to this place), providing all risks coverage, including on the entire route of transport (transit), with customary use occurred during regular mode of use, or resulting from hidden defect, damage resulting from cleaning or renovation of the artwork, warfare, terrorist attacks, effects of nuclear contamination, and natural disasters. The insurance certificate or a copy of the mentioned document should be submitted to the Lender before starting the procedures to prepare the object for transport, no later than two weeks before the planned transport. When the submitted insurance does not include the required coverage, the Lender has the right to suspend release of the object until the Borrower makes the required revision.

In the case of loss or damage, the Lender has to be immediately notified. Such damage has to be documented with a record made in the Opinion on the Condition, supplemented with photographs. In the case of total loss, the arranged value listed in the Loan Agreement no. 9/2023/DS.GSW dated April 3, 2023 has to be paid. In the case of damage, the cost of renovation (maintenance), and the degree of the loss in value will be specified by experts appointed by the Lender in agreement with the Borrower.

When there will be substantial differences in the market value of artworks — the object on loan, the Lender can specify a new insurance value for long-term loans. In such case, he has to notify in writing the Borrower and justify the change implemented. Change of value takes place 14 days after the date of arrangement.

## **Packing, transport, environment, exhibiting**

Transport of the object on loan en route Bydgoszcz - Kutná Hora - Bydgoszcz takes place at the expense and responsibility of the Borrower. Selection of transport company should be arranged between the Lender and the Borrower. The selected transport company has to be experienced in transport of works of art and employ personnel qualified and trained in handling objects of this type.

The object has to be packed in appropriate materials, and packaging has to be designed in the way that assures the best protection; repacking should be done in the same way. Carrying, packing, unpacking and transport have to be supervised by qualified employees in cooperation with workers of the Lender or the Borrower. In the vehicle, there should be two drivers and it should have protection devices against theft installed. The truck shall never be left unsupervised. For return transport, the object has to be repacked in the same or similar materials in which it arrived, unless the Lender decides otherwise.

Detailed Terms of Transport, Handling, Packing, Parameters of Storage and Exhibition Environment are specified in Appendix 1 to this Agreement.

## **Couriers**

The object borrowed during transport and retransport on the route Bydgoszcz - Kutná Hora - Bydgoszcz must be accompanied by a courier who is a representative of the staff granting the loan. The Borrower

will notify the Lender about the time of return transport at an earlier time, at least two weeks before the planned return transport.

The Borrower bears all the courier's travel costs, including diet, accommodation costs in a good mid-range hotel.

### **Supervision over objects and installation**

Installation has to be performed by qualified personnel, authorized to work with artworks under supervision of the Borrower's personnel, trained in emergency situations and alarm. The Borrower has to assure permanent and proper protection to the object on loan. The object has to be stored in the same conditions, in which it was delivered, and the Borrower is obligated to provide to it the best care that is possible.

The object is delivered in a box that assures climate control (air-conditioned box) and due to acclimatization it has to be left for 24 hours before its opening. The empty box should be left in a closed place, assuring unchanged climate and temperature, protected against humidity, dust, fungi and insects. Before re-packing, the box should be delivered to the gallery, in which the object is displayed, 24 hours before starting packing. The Borrower cannot make any changes in conditions of the object on loan.

The object cannot be relocated or remounted without the Lender's approval, unless he is forced to do it under the circumstances of impending danger. The framed object cannot be removed from frames; it is not allowed to remove or disturb the integrity of any protection parts or devices; the object cannot be cleaned and no changes can be made in it without an earlier approval in writing from the Lender.

The object on loan cannot be placed near radiators (central heating) or in the proximity of humidifiers and dehumidifiers; it always has to be protected against direct sunlight, sharp artificial light, sources of heat and cold.

### **Safety and protections**

The Borrower undertakes to protect the object in accordance with the general terms of control and safety throughout the mentioned period.

The Borrower will assure safety by using protection, barriers, pedestals, display cases, electronic devices, etc. in order to guarantee safety to the object on loan and will not allow the object to be touched or damaged by visitors. The Borrower is obligated to assure fire protection and to guarantee that its personnel are trained to work in case of danger. Smoking, eating and drinking is not allowed in the exhibition area. The Lender reserves the right to inspect the object on loan during its presentation at the exhibition.

At Lender's request, the Borrower will submit the Safety Report and Terms of Exhibition before signing the Loan Agreement, and will provide to the Lender access to exhibition sites, security systems and logistics of loaning in a specific presentation place of the exhibition.

### **Rights to reproduction and publication**

The Lender grants permission to include reproductions of the loaned object (item No. 1-3) in the exhibition catalog and materials promoting the exhibition. Digital print with reproductions intended for printing will be provided to the Borrower based on a separate agreement, at the request made in writing to the Lender.

Any reproduction of objects (item No. 4-5) requires the written consent of the Owner.

The object on loan can be photographed or filmed by visitors without using stands or flashlights. Representatives of the press and personnel of the museum can photograph the object on loan as part of the exhibition for the purposes of promotion and documentation of its look (exhibition design). Filming is allowed for the purposes of popularization of the exhibition. Filming has to be supervised all the time.

### **Credits**

The name of the Lender will be displayed along with the exhibited object (item no. 1-3), on captions under the artwork, any notes, references, press materials and catalogs as follows: Leon Wyczółkowski District Museum in Bydgoszcz.

Item No. 4-5: from the collection of Krzysztof Musiał, in the depository of the District Museum of Leon Wyczółkowski in Bydgoszcz

### **Withdrawal from the Agreement, termination of the Agreement**

The Lender can withdraw with immediate effect from the Agreement or any clause of the Loan Agreement, when the Borrower fails to fulfill any obligations resulting from the Agreement; in such case, the Lender sends a note in writing to the Borrower.

After finding any negligence, all rights awarded to the Borrower expire with immediate effect. The Borrower will immediately deliver the object to the place indicated by the Lender. The Lender can request from the Borrower covering of any costs, including court fees and litigation costs.

Both the Borrower and Lender can call off (terminate) exhibition or its part, in writing, within 28 days prior to its opening. Any costs of termination of the Agreement will be covered by the party applying for its termination.

### **Protection against confiscation**

The Borrower is obligated to receive for the object on loan protection against confiscation, when the law of its country provides such protection.

The Lender confirms that it is the owner of the object on loan (item No. 1-3) and is not aware of any third party claims related to this object.

The document containing legal protection of security — protection against confiscation, issued by competent authority, has to be sent for approval by the Lender, before starting of any procedures related to preparation for packing and transport, no later than two weeks before the planned transport.

### **Governing law and jurisdiction**

This Agreement will be governed by Polish laws and regulations. Any disputes between the Lender and Borrower resulting from this Agreement will be solved through negotiations and arbitration proceedings. When such solution is not reached, any disputes will be solved by the Court of Arbitration under Polish jurisdiction.

When any individual parts of this Agreement become invalid or unenforceable after its signing, the remaining provisions remain unchanged.

**Lender:**  
**Museum**

**Borrower:**  
**Gallery**

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