**AGREEMENT OF LOAN**

**No. 13/2024/V/AUT/ÚPOS**

*Entered into according to provision of sec. 2093 et seq. of Civil Code No. 89/2012 Coll.*

*between the contracting Parties specified below*

**I.**

**Contracting Parties**

**Das Kunstmuseum Waldviertel gemeinnützige GmbH**

Mühlgasse 7a, 3943 Schrems, Austria

Mobil: xxx

Represented by Managing Director **Ruth Schremmer, mag. arch.**

Hereinafter “the Lender“

and

**South Bohemian Gallery (Alšova jihočeská galerie)**

Hluboká nad Vltavou 144

373 41 Hluboká nad Vltavou

Identification No.: 00073512

Represented by Director **Mgr. Aleš Seifert**

Hereinafter “the Borrower“

**II.**

**The subject-matter of the Agreement**

1. The subject-matter of this Agreement is the Lender’s obligation to provide the Borrower with the artworks specified in the Annex to this Agreement, for temporary use free of charge.
2. The artworks will be placed in the premises of xxx for the duration of the exhibition **xxx,** lasting from xxx.

**III.**

**Duration of the Agreement**

1. The loan is stipulated from the date of the receipt until the date of return at most until **xxx.**
2. The loan may be prolonged upon the Borrower’s request, before the expiration of the stipulated loan period, provided that the Lender confirms the prolongation in writing.

**IV.**

**Declaration of the Borrower and the Lender**

1. The Lender declares that he is authorised to conduct the management of the artworks on loan, which are his exclusive property or property that he manages.
2. The Borrower borrows the artworks specified in the Annex, which is an integral part of this Agreement, for use, and declares that he is acquainted with their state.
3. The Lender agrees that the specified artworks may be published and reproduced in a publication on the exhibition and a possible presentation of the exhibition in the mass media. In case of publishing a reproduction of the artwork in any printed form, the South Bohemian Gallery will receive one (1) copy of each publication.

The Lender wishes to be mentioned this way:

**Das Kunstmuseum Waldviertel**

**V.**

**Terms and conditions of the loan**

1. The borrowed works will be used only for the purposes defined in this Agreement.
2. Transportation company, method of packing and shipping is determined by the Lender.All costs for packing items and transport there and back carries the Borrower.
3. The borrowed works will be handed over to the Borrower and before expiration of the stipulated loan period will be returned at the Lender’s address:

**xxx**

1. The borrowed works may not be further handled, or removed to other premises than the premises stipulated and provided to other users, without the Lender’s consent.
2. The borrowed works may not be, without the Lender’s consent, photographed, filmed, or reproduced in any other manner, with the exception of cases specified under Article IV. par. 3 of this Agreement, and no restoration interferences, changes, and adaptations including adjustments (frames) may be carried out on them.
3. The Borrower is responsible for any damage, devaluation, destruction or loss of the works, in whatever manner it was caused, up to the prices stated in this Agreement.
4. The responsibility arises at the moment of the actual receipt of the works by the Borrower and lasts until the moment of the actual handover to the Lender or to the handover to another contract borrower.
5. The Lender is entitled, in the course of the duration of the contract relationship, to assure himself of the state of the artworks and the manner in which the artworks are handled.
6. The Borrower is obliged to return the works borrowed in the state in which he took them over.

**VI.**

**Termination of the Agreement**

1. This Agreement may be terminated by an agreement of the two contracting parties.
2. The Lender is entitled to claim the return of the objects lent sooner, for reasons that he could not have foreseen on entering into the Agreement.
3. The Lender is entitled to claim the return of the objects lent even before the stipulated date, in the event that the works borrowed are used contrary to the conditions of the Agreement of Loan.
4. The Borrower is not entitled to use the works borrowed for a different purpose. If the Borrower uses the object for a purpose different from that for which the object in question was provided for use, he is obliged to return it upon the Lender’s request without delay.
5. If the Lender’s right for the return arises according to this Agreement, the Borrower has to do so without delay, unless it is stipulated otherwise.

**VII.**

**Final provisions**

1. This Agreement comes into effect on the day on which it is signed by the two contracting Parties.
2. Alterations and amendments to this Agreement are may be conducted only in writing and following a mutual agreement of the two contracting Parties.
3. The contracting Parties represent that they have read the Agreement before signing it, and that they agree with its content, in witness whereof they affix their signatures.
4. This Agreement is executed in two copies with the validity of the original, of which each of the contracting Parties receives one copy.
5. The rights and obligations not specified here are regulated by an appropriate provision of Act No. 89/2012 Coll., Civil Code.

In Hluboká nad Vltavou on ………16.2.24…. In Schrems on ……………….

………………………………………… …………………………………………

The Borrower: **Mgr. Aleš Seifert** The Lender: **Ruth Schremmer**

Director of the South Bohemian Gallery Managing Director of The Waldviertel Art Museum

Annex: Annex No. 1 to the Agreement of Loan No. **13/2024/V/AUT/ÚPOS**

Annex No. 1 to the Agreement of Loan No.:  **13/2024/V/AUT/ÚPOS**

xxx

Total insurance value: 235.500 EUR