 Agreement: CB/RT-2024- 05?

# ART LOAN AGREEMENT

BETWEEN THE UNDERSIGNED:

Nouveau Musée National de Monaco, acting under Sovereign Ordinance No. 642 of 10 August 2006 on the organisation and operation of the Public Institution known as "Musée National", represented by its incumbent Director, Mr. Björn Dahlström, Hereinafter referred to as "Lender",

## OF THE FIRST PART,

AND

National Gallery Prague, with registered office at Staroméstské nåm. 12, 110 15 Prague 1, Czech

Republic, represented by Ms. Alicja Knast, acting in the capacity of General Director, Hereinafter referred to as "Borrower",

## OF THE SECOND PART,

The National Gallery Prague is organising an exhibition entitled "École de Paris: Artists from Bohemia and the Interwar Paris School", to be held from ? November 2024 to 2 March 2025, at Wallenstein Riding School and wishes to borrow artwork from NMNM's collection for display in the exhibition. This agreement sets forth the parties' respective obligations in respect of the loan.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ART. 1 - PURPOSE AND CONTENT OF LOAN

1.1 The loan is made for the purpose ofthe following exhibition:

* Exhibition title: XXXXXX XXXXXX
* Exhibition date(s): XXXXXX - XXXXXX
* Location(s): XXXXXX
* Exhibition curator's name and address: XXXXXX XXXXXX, PH. D, Curator of the Collection of 19th Century Art and Classical Modernism, XXXXXX

1.2 The table below shows how the artwork loaned by NMNM under this agreement (the

"artwork") is to be displayed, its approved value for insurance purposes, and the information to be included on museum label and any other publications.

|  |  |  |  |
| --- | --- | --- | --- |
| Inventory No. | Description | Dimensions | Insurance value |
| XXXX | XXXXX | XXXX | XXXX |

The artwork is loaned exclusively for display as part of the exhibition named above, and may not be used for any other purpose.

ART. 2 - LOAN PERIOD

The artwork is loaned to Borrower for a period to include to duration of the exhibition itself, and also any periods during which the artwork is in transit or in storage while the exhibition is installed and dismantled, and all packing and unpacking operations.

The exhibition dates indicated in this agreement may not be changed without Lender's prior consent. In the event that the duration of the exhibition is to be extended, a request must be submitted to the Director of NMNM at least one month before the initially agreed closing date.

The artwork must be returned to Lender within two weeks following the close of the exhibition. This period is increased to three weeks for loans to non-EU countries.

Lender may, for legitimate reasons, retrieve the artwork before the end of the exhibition, in which case it shall inform Borrower at least one month before the agreed closing date of the exhibition.

ART. 3 - PREPARATION OF ARTWORK FOR HANDOVER

Should Lender consider that restoration work, framing, or the addition of specific elements to the artwork is required in preparation for the loan, the parties agree that the resulting costs will be borne by Borrower and paid upon presentation of an invoice issued by the approved conservator or provider.

ART.4 - PACKING, SHIPPING, AND COURIER

4.1 Packing

The costs of packing, shipping, and escorting the artwork shall be borne exclusively by Borrower. All artworks must first be packed before leaving NMNM.

Lender will determine the type of packing to be used, which will be produced by a specialist art shipping provider.

Borrower shall be required to keep the original shipping crates and packing materials. The same type of packing must be used for outbound, intermediate, and/or inbound shipping of the artwork,

While the artwork is on display, the empty shipping crate must be stored in an air-conditioned and/or temperature-controlled environment, free of mould, pollution, and insects. Packing must not be altered in any way or any items affixed to it, with the exception of shipping labels.

Upon delivery to its destination, the crate containing the artwork must be allowed to acclimatise for a period of 48 hours if isothermal crate, or between 12 and 24 hours for all other packing types.

4.2 Shipping and handling

Borrower shall cover the cost of shipping of the loaned artwork. Borrower and Lender shall agree on the shipping provider and mode of transport to be used. Borrower shall pay the selected shipping provider directly.

All shipping information (schedule, contact details of shipping provider and their foreign correspondent, mode of transport) must be provided no later than one month before the artwork is made available to Borrower.

The following shipping conditions shall apply:

* The artwork must leave NMNM no more than fifteen days before the exhibition opens, and must be returned no more than fifteen days after the exhibition closes (this period is increased to three weeks for loans to non-EU countries).
* The artwork must be shipped directly with no interruptions unless NMNM staff give permission for a layover during shipping.
* The artwork may not be stored temporarily, except with prior permission from NMNM.
* The crate must be handled and loaded in the transport vehicle in accordance with Lender's instructions. It must under no circumstances be stacked on top of one another.
* The vehicle used must be of a suitable size for the crate. It must also be airconditioned, fitted with an alarm system, and must not be left unattended at any time. The courier reserves the right to demand a replacement solution if the vehicle is unsuitable or fails to satisfy the above requirements.
* Where customs officials require crate to be opened for inspection at the airport or border control, Borrower undertakes to inform Lender immediately by phone. Borrower must make every effort to ensure that the crate is opened in air-conditioned and secure premises, and that the crate and artwork are handled by specialist personnel.

Where artwork is shipped by air:

* Borrower undertakes to ensure that all airport operations, including in the event of layovers involving a change of plane, are carried out under the supervision of their shipper or freight forwarder specialising in fine art logistics.

 At the time of shipping, Borrower must inform Lender of all measures taken to ensure the security of the air freight services provided.

4.3 Courier

Artwork shipments shall in all cases be escorted by a representative appointed by Lender. This applies to all journeys (outbound and inbound) and transfers.

Borrower shall cover all travel and transportation costs incurred by the persons escorting the artwork, regardless of the mode of transport used. These costs include:

* Hotel accommodation (minimum 3-star rating) with breakfast included, located near the place ofwork.  Per diem of EUR 70.00.
* Taxi or public transport fares for transfers between the airport, hotel, and exhibition venue.
* Visa fees.
* The courier escorting the artwork must have the option of amending their tickets at no additional expense.
* For flights exceeding six hours, whether travelling with or without the artwork concerned, a round trip in business class is required.

Where Lender is represented by a third party conservator, that person's fees shall be paid by Borrower, along with all of the other expenses listed above.

The courier may be required to spend additional time in situ where required to supervise unpacking (including acclimatisation), repacking, inspection, and installation of the artwork. Any additional accommodation expenses and per diems will be covered by Borrower.

Unless otherwise specifically agreed prior to the loan, the courier shall be present during all handling of artwork from NMNM's collections: packing / unpacking, loading / unloading, installation / deinstallation, inspection. The courier shall be entitled to decide on any actions they deem necessary to ensure the artwork is properly displayed, curated, and secured, and may order the withdrawal of the artwork if appropriate.

In case of difficulties arising during the exhibition, Lender reserves the right to dispatch a member of its own staff or a third-party provider to the exhibition location, at Borrower's expense.

4.4 Condition reports

When the artwork leaves the NMNM, a conservator shall establish a condition report detailing the condition of the artwork, in French and at Borrower's expense. When the artwork is unpacked and repacked, and then unpacked upon its return to NMNM, separate condition reports will be established in the presence of both the courier and a representative of Borrower. If there is no courier, the condition report will be systematically sent to Lender within two weeks of the artwork's installation.

Borrower shall be liable for any damage found to the artworks borrowed that is not indicated in the initial condition report. Lender shall be compensated for the damage incurred, up to the limit of the insurance value of the artwork.

ART. 5 - CONSERVATION AND PRESENTATION OF ARTWORK

5.1 Environmental conditions

Pursuant to applicable standards and unless otherwise specified, the following conditions must be met:

* Humidity: 50% RH (+/-5% over a 24 hr period)
* Temperature: 20 0 C (+/-20 over a 24 hr period)

 Maximum light intensity: 250 LUX

Borrower must provide Lender upon request with details of the temperature, humidity, and light intensity conditions in exhibition areas.

5.2 Protection and intervention

The systems used to install and affix artwork, described in the loan agreement and condition report, must be agreed with Lender in advance of the loan.

Borrower shall be required to comply with any additional display conditions imposed by Lender: stanchions, plinths, display case, etc.

Display solutions owned by Lender may not be modified in any way (by drilling holes in or altering frames, drilling holes in or repainting plinths, removing protective glass, etc.). Any special intervention required in an emergency mag be carried out solely with Lender's prior written consent.

Operations to hang and remove artwork must be performed by a specialist provider or by Borrower's own personnel. All of these operations must be supervised by a representative of Borrower and/or Lender.

In case of damage to the artwork during installation or deinstallation or during the exhibition, Lender must be advised immediately by phone with written confirmation. No action must be taken until such time as Lender has given instructions.

ART. 6 - SECURITY

Borrower guarantees that the artwork loaned for the exhibition (during hanging and removal, and while on public display) shall be under surveillance at all times. All areas of the premises (exhibition area, storage area, vault) must be covered by an alarm system.

ART. 7 - INSURANCE

Borrower shall be responsible for insuring the artwork borrowed with a specialist fine art insurer.

Borrower must provide Lender with the name and address of the chosen insurer. The insurance certificate must be sent to NMNM before the loaned artwork are shipped.

The insurance policy must include the following mandatory clauses and conditions:

* "Nail-to-nail' coverage, including both return shipping (and any intermediate legs or layovers) and the exhibition.
* All risks coverage of material damage and total loss, including depreciation risk (loss of value owing to damage sustained), force majeure and third party risks, theft, fire, flooding, natural disasters, earthquakes, climatic phenomena, explosion, strikes, rioting, civil unrest, terrorism, or any other accidental damage caused by Borrower.
* Agreed value: insurance value is determined by Lender and must remain confidential.  In Lender's currency (El-JR). It is agreed that material damage or total loss of an insured artwork forming part of an insured lot, pair, or set constitutes material damage or total loss of the lot, pair, or set concerned.
* No excess.
* Waiver clause excluding action against shippers or freight forwarders, packers, custodians, lenders or Lender's conservators, employees and representatives.

ART. 8 PHOTOGRAPHY AND REPRODUCTION RIGHTS

Reproduction or other depiction of the loaned artwork is permitted exclusively for the purposes of producing the catalogue, advertising the exhibition, and for press coverage, and is strictly subject to the permission of the artist and their successors-in-title.

Plans to produce postcards or other products must be approved in advance by Lender, and by the artist and their successors-in-title.

Borrower is solely liable for seeking permission to reproduce and for paying any royalties on artworks that are not in the public domain under copyright laws.

Where fees are payable for photographs, publications, royalties, and postage, they shall be charged to Borrower after a quote has been sent.

ART. 9 - MANDATORY INFORMATION TO BE DISPLAYED

In the exhibition catalogue (in credits, either by means of icons or references in the text or notes), and on museum labels and any other communication media, including general lists of lending institutions, acknowledgements, press releases and press kits, the loaned artwork shall be identified by the following:

Nouveau Musée National de Monaco (XXXXX)

In the case of merchandising products, the name "NMNM" or the logo must appear.

ART. 10 - INVITATIONS AND CATALOGUE

Borrower shall send NMNM three invitations to attend the official opening of the exhibition, and three copies of the exhibition catalogue.

ART. 11- DURATION OF LOAN AGREEMENT

This agreement shall take effect on the date of its signature, for the duration of the loan, including any extensions thereto, and until such time as all of the artworks have been fully returned to Lender and unpacked.

ART. 12 - TERMINATION - CANCELLATION

Where, after the loan agreement has been signed, Borrower should decide not to display the artworks at the exhibition venue, Borrower shall be required to send Lender written confirmation of the cancellation as soon as practicable. The loan agreement will then be terminated ipso jure without any other legal formality.

Borrower shall remain liable for the cost of any work already carried out on the artworks.

ART. 13 - DISPUTES

Any disputes arising between Lender and Borrower with regard to this agreement shall be subject to Monegasque law and the exclusive jurisdiction of the Courts of the Principality of Monaco.

ART. 14 - OFFICIAL LANGUAGE

The official language of this agreement is French. Any translation provided by NMNM is purely for information purposes, to facilitate comprehension by non-French-speaking parties. Where this agreement is translated into one or more other languages, solely the French version of the text shall have legal force in case of dispute.

Borrower's consent to the conditions of loan

( please initial the bottom of each page)

In Monaco, on In Prague

### NMNM, NGP, The Borrower

Mr. Björn Dahlström Ms. Alicja Knast