GZ 394/2017

## Loan Agreement

between

Museen der Stadt Wien

wissenschaftliche Anstalt öffentlichen Rechts

Karlsplatz

1040 Vienna

Austria

(„**the lender**“)

and

**Olomouc Museum of Art**
**Denisova 47**
**771 11 Olomouc**
**Tschechien**

 („**the borrower**“)

**§ 1**

The lender lends the borrower for the exhibition

**xxxx**

**xxxx**

**xxxx**

Exhibition venue: **Olomouc Museum of Art, Olomouc**

Loan period**: xxxx**

the following objects

**- see object list attached, which forms an integral part of this agreement, in accordance with the conditions as specified in the following**

#### Total insurance value : xxxxx

**§ 2**

1. The borrower takes care of the protection- and safeguarding measures required; the borrower agrees that the lender is entitled to supervise these measures and to add supplementary measures at the cost of the borrower if required from the lender’s point of view. The borrower is obliged to add these supplementary measures himself if demanded by the lender.
2. The borrower agrees to be obliged to fulfill the conditions laid down in the “General Conditions of Loan – Preventive Conservation” on the conservatory conditions of the Museen der Stadt Wien, wissenschaftliche Anstalt öffentlichen Rechtes. In case these conservatory conditions do not lay down further details, the borrower agrees to be obliged to safeguard and exhibit the objects subject to this loan agreement with the same care as objects of his own which can be compared with these objects.
3. Furthermore the borrower is obliged not to effect any changes, especially restoration- or cleaning works of the loan objects regardless whether these changes are supposed to be executed by the borrower or by third parties.
4. With the following reservations, the lender agrees that the objects subject to this loan agreement are reproduced in the catalogue for the exhibition mentioned in § 1 as well as in coverage in the press, the movies and television:
	* 1. The photographs, slides, clichés, film sequences etc. created for these reproductions may not be used or published for any other purpose.
		2. The borrower is responsible for the compliance with copyright provisions as well as all provisions in connection with the safeguarding of reproduction rights of third parties. The borrower is obliged to compensate the lender for all liabilities, damages and expenses in connection with claims of third parties deriving from alleged infringements of copyright and reproduction rights because of the reproduction of the loan object by the borrower.
		3. In each case the borrower is obliged to take care that photographs, slides, reproductions as well as movie- and television pictures of the loan objects may only be made with the written consent of the lender.
5. CREDIT LINE: **Wien Museum** *(or exhibition labels and catalogue)*(partial collections are not to be named)

**§ 3**

1. The borrower agrees to insure the loan objects at the costs of the borrower against risks of whatever kind in connection with loss or damage at an insurance company chosen by the lender with the insurance sums mentioned in § 1 and for the time period, in which they are displaced from their initial place (“from nail to nail”). A limitation of the borrower’s contractual or statutory liability is not caused by the entering into such agreements with insurance companies.
2. The borrower has to notify damage of a loan object immediately to the lender as well as the insurance company. Also, the borrower immediately has to initiate all measures which are necessary to identify the cause of damage and to maintain all forms of damage claims, e.g. to give notice to the police.
3. For the time period mentioned in § 1, the borrower is obliged to fulfill all obligations of the lender which derive from the contract about the insurance of the loan objects. The borrower is especially obliged to minimize the damage as much as possible and to avert damage. The insurance company is entitled also to demand the fulfillment of the obligations deriving from the insurance contract directly from the borrower.
4. The lender will insure the objects on loan at the costs of the borrower under a nail to nail policy at the following insurance broker:
**Aon Austria
1110 Wien, Geiselbergstraße 17
xxxxxx**

**§ 4**

1. The lender will hand over each loan object to the borrower as soon as he receives a copy of the issued insurance policy as well as a document proving the payment of the insurance premium.
2. Before the handing over of the loan objects, the lender will provide condition reports of these objects. The borrower has to confirm that these reports are complete and correct before or when the objects are handed over to him. When the objects are returned, the lender again provides condition reports of the loan objects, taking down all alterations and damages of these objects.
3. The shipping of the loan objects may only be carried out by the following shipping companies:
**hs-art Service Austria GmbH, A-1230 Wien, Grossmarktstraße 6, xxx
Kunsttrans Spedition GesmbH, A-1110 Wien, Bertl-Hayde-Gasse 4, xxxx**
4. The loan objects can be demanded back by the lender at any time before the end of the time period laid down in § 1, if the borrower gives reasons for complaint. In this case, the borrower has to return the loan objects to the lender as soon as possible.
5. If the lender has not named another shipping destination, the loan objects have to be returned by the borrower to the place where these objects have initially been handed over by the lender.
6. Refund for the costs of transport- and/or courier guidance is a minimum of € 50 per day, € 70 overseas and outside Europe. The courier or the transport guide basically travels economy class by plane. Outside of Europe, business class travelling can be agreed upon (especially for overseas flights). When travelling by rail, the courier is entitled to book first class. The Borrower arranges appropriate accommodation for the courier or transport guide during the stay. The costs for accommodation are borne by the Borrower. The Lender’s decision about the duration of necessary courier guidance shall be made by the Department of Collections Management in accordance with the Borrower.
In case the assembling of the exhibition is delayed by act of god, strike, flight delay or other circumstances that justify a longer stay or a longer overall travel time of the courier, the Borrower bears all costs in conjunction with this longer stay or overall travel time of the courier.

**§ 5**

1. All costs deriving from the carrying out of this contract (insurance premiums, transport costs, etc.) are borne by the borrower.
2. The Lender may require a courier to check the condition of the loans. The Borrower agrees to provide the courier with appropriate lodging and to bear the travel expenses. The courier will receive a per diem of not less than € 50/ € 70.
3. Pre-condition for the loan is the approval of the Austrian Federal Office for the Care of Monuments.
4. **The loan fee is 0,35% of the insurance** **value of an object, but in any case a minimum of € 350 per object: € 875,00**

**Costs for conservation are not included!**

1. The borrower is obliged to send the lender three copies of the exhibition catalogue free of charge to the following address: **Wien Museum**

Library

Karlsplatz

1040 Vienna

Austria

**§ 6**

1. Amendments of and additions to this contract require the written form. Oral conclusions are not valid.
2. This contract is subject to Austrian substantive law. Lender and borrower agree that disputes arising from or in connection with this contract shall fall within the competence of the court competent for the first Viennese district (1010 Wien).
3. Special arrangements: ------

Place, Date, Signature of the Lender

Place, Date, Signature of the Borrower