**Museum Folkwang**

**LOAN AGREEMENT**

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| The City of Essenrepresented by the Lord Mayor, **Museum Folkwang**Museumsplatz 145128 Essen,represented by its Director, |

as **Lender**

and the

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| **Olomouc Museum of Art**Denisova 47771 11 Olomouc,Czech Republicrepresented by its Director, |

as **Borrower**

have concluded the following agreement for the exhibition:

**xxxx**

**Olomouc, Olomouc Museum of Art**

xxxx

**Article 1**

The lender shall lend to the borrower the following objects from his possessions (see attached list, Annex on page 5 of this agreement)

**Article 2**

The borrower shall commit himself to exhibit the borrowed objects and to use it only for the purposes of the exhibition.

**Article 3**

1. In order to protect the borrowed objects, the borrower shall take the necessary precautionary and security measures; he is in agreement that the lender shall control these measures and that he shall supplement them by further measures at the expense of the borrower, should the lender deem such action to be necessary.
2. The borrower shall commit himself not to change the borrowed objects in any way. This particularly includes carrying out or having carried out any sort of restoration or cleaning work on the borrowed objects.
3. The borrower shall take suitable measures to ensure that any photos, slides, reproductions or shots for film and television are made only with written consent of the lender.

**Article 4**

1. The borrower shall be liable even when he is not at fault for the destruction, loss and any kind of damage to the borrowed objects in such a way that in the case of total loss he shall pay the insured value stated in § 1, and in case of damage the loss in value, as assessed by experts, together with the costs of repair.
2. The borrower is in agreement that the borrowed objects shall be insured by the lender against all risks to the sum of the insured value mentioned in § 1 for the duration of the loan agreement with the insurer PROVINZIAL Rheinland Versicherung AG, Düsseldorf, Germany.
3. The borrower shall, without delay, inform the lender of any damage to the borrowed objects. In addition, he shall immediately instigate all measures that are necessary and cannot be postponed in order to clarify the cause of the damage and to protect any rights to claim replacement.

**Article 5**

All expenses incurred due to the conclusion of this agreement (e.g. insurance premiums, transport costs, etc.) shall be borne by the borrower.

Administration fee and reference images: 600,00 €.

The items on loan must be packed and transported in the following manner:

* Climate controlled crate with separation or separation by KAPA boards, Tyvek
* Direct transport
* Courier escort

**Article 6**

The borrower shall send three copies of any published exhibition catalogue or any other printed matter published in conjunction with the exhibition to the Library of the Museum Folkwang, Essen.

**Article 7**

The lender reserves the right to recall or cancel any agreed loan at any time, but will not normally do so unless in an emergency or where the borrower has failed to comply with the conditions stipulated in this contract.

**Article 8**

##### Any amendments of this agreement must be made in writing.

##### Any subsidiary verbal agreements shall be deemed null and void.

German law is applied.

Jurisdiction shall be in Essen.

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| Essen, | Olomouc, |
| City of EssenLord Mayor- MUSEUM FOLKWANG -By authority | Olomouc Museum of ArtMuzeum umení Olomouc |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dr. Hans-Jürgen LechtreckActing DirectorLender | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Michal SoukupDirectorBorrower |

Annex

Credit line: Museum Folkwang, Essen**Anlage zum Leihvertrag**

Konservatorische Bedingungen

Vorbehaltlich besonderer Bestimmungen, die im Einzelfall zwischen dem Leihgeber und dem Leihnehmer schriftlich vereinbart werden können, sind die vom Museum Folkwang als Leihgabe überlassenen Kunstobjekte wie folgt aufzubewahren und zu behandeln:

Fotografien

Relative Luftfeuchtigkeit: 50% (+/- 5%)

Temperatur: 20° C (+/- 2° C)

Beleuchtung: Maximal 50/100 Lux (ggf. spezielle Vorgaben laut Objektliste beachten)

Gelesen und akzeptiert:

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Ort, Datum Unterschrift