

## **Conditions of the short-term loan agreement**

### *Whereas:*

- Museums have a social obligation to present the objects entrusted to them to the public as frequently as possible or to make them available for research and educational purposes.
- Museums have a duty to protect the objects entrusted to them from deterioration, damage, and loss to the best of their ability. A loan will be granted only if it reasonably fits within the nature and scope of the purpose for which the loan is requested.

### *Definitions:*

- Loan: the giving on loan by the lender, and the taking on loan by the borrower, of one or more objects.
- Object: the object or objects given on loan.

### **ARTICLE 1. Contents of the agreement**

1. The lender gives the borrower the object(s) on loan as mentioned in the loan agreement.
2. The loan is free of charge.
3. The object(s) is/are given on loan exclusively for the purpose stated in the loan agreement.

### **ARTICLE 2. Duration of the agreement**

1. The loan is for a definite period, as stated in the loan agreement.
2. The object must be returned to the borrower at the latest two weeks after the end of the purpose of the loan.

### **ARTICLE 3. Transport and packaging**

1. Consulting with each other and at the expense and risk of the borrower, the lender and borrower are responsible for the transport and packaging of the object.
2. Unless agreed otherwise, the object must be packaged in the same way on return as on the outward journey.
3. If the lender so wishes, the lender will be involved in the unpacking of the object, the fitting and dismantling of the object in the exhibition, and the repacking of the object.

### **ARTICLE 4. Exhibition**

1. The borrower exhibits the object exclusively at the location specified in the agreement. The object may be transferred to another location only with the explicit written approval of the lender.
2. The borrower takes care of the general management and supervision of the space in which the object is located.
3. Upon request, the borrower will provide the lender with a Facility Report for inspection.
4. The borrower ensures suitable conditions in the space, which means, among other things, that the borrower ensures:
  - strict observance of a smoking ban and a ban on consuming food or drink in the space;
  - security measures;
  - climate and lighting conditions in accordance with the generally accepted standards for museums: constant temperature level in both the exhibition space and the storage and unpacking space where the object is located of at least 15°C and at most 20°C, with no

temperature differences of 2°C allowed to occur within 24 hours, and aiming for a light level of maximum 50 lux for paper, books, textiles, and organic material, and maximum 200 lux for paintings. In any case, the light level must never exceed 200 lux. Light-sensitive objects made of organic material must never be exposed to direct sunlight.

- a ban on photography by visitors and, in the case of photography for which consent has been granted, a ban on strong light sources for photography and filming.

5. The lender may inspect how the borrower manages the museum. The borrower must lend all requested cooperation to the performance of this inspection.

6. The lender may set additional conditions with regard to the physical conditions under which the object is exhibited.

7. In addition to the provisions of article 4.4, the borrower must do everything that may be expected from a good borrower to treat the object as carefully as possible.

#### **ARTICLE 5. Condition reports**

1. If deemed necessary in the opinion of the lender or of the borrower, a condition report will be drawn up for each object, providing as accurate a description as possible of the object's condition. The condition report must be accompanied by a recent photograph of the object.

2. The borrower must immediately check the condition report as soon as the object arrives at the borrower's premises. If the borrower is of the opinion that the condition report does not accurately reflect the condition of the object, he or she must inform the lender immediately. If the parties are of the opinion that the condition report needs to be amended, the lender will receive a copy of the amended condition report.

3. No later than one week before the object is transported back to the lender, the borrower must again draw up a condition report and provide the lender with a copy. If the lender discovers differences that are not a result of normal wear and tear of the object and which require restoration, the lender decides in which way the restoration will be carried out. In that case, the costs are payable by the borrower.

#### **ARTICLE 6. Restoration / conservation**

1. Without the prior written consent of the lender, the borrower must never restore an object given on loan, frame it, clean it, or otherwise alter it, or have a third party perform any of the aforementioned activities, unless there is no time to ask and obtain consent due to an urgent circumstance and this urgent circumstance entails that immediate action must be taken. In the latter case, the borrower must do everything in his or her power to preserve the object.

2. If the lender gives prior consent for restoration, an agreement will be made – at the same time as the consent is given – regarding at whose expense and risk the restoration will be carried out.

#### **ARTICLE 7. Catalogues**

1. The object may be photographed for the catalogue of the exhibition for which it is on loan. The lender must be mentioned alongside the credit line recorded in the loan agreement.

2. If the object is depicted in the catalogue, the lender receives at least two copies of the catalogue free of charge.

### **ARTICLE 8. Intellectual property**

1. With the exception of the provisions in article 7, the borrower is not permitted to record the object on photo, film, or digital media for commercial purposes that deviate from the purpose of the loan agreement for which the object is given on loan.
2. If the borrower wishes to make use of existing photos, slides, films, or digital material of the object that are subject to rights (including copyright) of the owner(s), the borrower must respect these rights and copyright and discuss with the owner(s) a possible compensation for the use of the material.
3. The borrower will at all times respect any remaining copyrights of the owner(s) of the object.

### **ARTICLE 9. Loan risk**

1. The loan is at the expense and risk of the borrower.
2. In agreements with third parties, such as transport agreements and agreements with cleaning companies, the lender undertakes vis-à-vis the borrower to stipulate that the third party accepts liability for any damage to the object.
3. In case of loss or damage of the object, the borrower must inform the lender immediately.
4. The borrower is not liable for normal wear and tear of the object and damage to the object caused by a circumstance not attributable to the borrower.

### **ARTICLE 10. Insurance**

1. The borrower is obliged to adequately insure the object in accordance with the insurance conditions applicable to the inter-museum traffic on a 'nail to nail' basis.
2. The insurance obligation mentioned in paragraph 1 of this article does not apply if there are already further written arrangements between the parties regarding allocation of liability or mutual indemnification.

### **ARTICLE 11. Loan costs**

1. The following costs are payable by the borrower:
  - the insurance premium;
  - the costs of packaging the object;
  - the costs of transport;
  - the costs of ensuring suitable conditions in the space in which the object is exhibited;
  - in consultation between the borrower and the lender: a contribution toward the costs of conservation and/or restoration of the object, so that it is fit for exhibition.
2. If these costs are incurred by the lender, the lender will invoice the borrower.  
The borrower must pay the invoice within 30 days.

### **ARTICLE 12. Early termination**

If the borrower

- does not use the object for the purpose for which it is given on loan, or
- does not treat the object in accordance with the stipulations of this agreement, then the lender has the right to terminate the loan agreement with immediate effect and without judicial intervention and to demand that the borrower see to it that the object is returned to the lender's possession immediately.

**ARTICLE 13. Authority to take back**

1. If, before the end date of this loan agreement, the lender urgently needs the object himself or herself as a result of a circumstance that could not reasonably be foreseen at the time of entering into this loan agreement, the lender must inform the borrower of this in writing, stating the reasons. The borrower will then return the object to the lender as soon as reasonably possible.

2. The borrower may return the object to the lender before the end date of this loan agreement, on the grounds of urgent circumstances that could not reasonably be foreseen at the time of entering into this agreement, provided that the lender states that he or she has storage space available for the object. If this is not the case, then the borrower will store the object at his or her own expense in a suitable storage room until the end of the loan agreement or on such earlier date as stated by the lender.

**ARTICLE 14. 'Gedraglijn voor de Museale Beroepsethiek' (Ethical Code for Museums)**

Both the borrower and lender must comply with the provisions of the Dutch 'Gedraglijn voor de Museale Beroepsethiek' (Ethical Code for Museums).

**ARTICLE 15. Disputes**

This agreement is governed by Dutch law. If the lender or the borrower is established outside the Netherlands, the Amsterdam District Court has jurisdiction to the exclusion of other courts.