

**LOAN AGREEMENT FOR THE WORK OF ART No. 01/2017/01**  
concluded pursuant to § 659 et seq. Law no. 40/1964 Coll. Civil Code, as amended (the "Civil Code")

**Lender**

Galéria mesta Bratislavy, Františkánske námestie 11, 815 35 Bratislava  
Represented by: Dr. Ivan Jančár, director  
Contact person: Mgr. Lucia Kuklová,  
Bank:  
Account number:  
IBAN:  
Company registration number: 179 752  
Tax registration number:  
(hereafter GMB)

**Borrower**

Österreichische Galerie Belvedere, Schloss Belvedere, Prinz Eugen-Straße 27, 1030 Wien  
Represented by: Dr. Stella Rollig, director  
Contact person: Mag. Tatjana Gawron,  
Bank:  
Account number:  
IBAN:  
Company registration number:  
(hereafter Borrower)

**Article I**  
**Subject of Agreement**

1. The GMB hereby provides the Borrower with the Loan comprising three (3) works of art (hereinafter the "Items"), specified in Annex No. 1, which constitutes integral part of this Agreement, for the purpose of displaying them in the exhibition *Maria Theresa and Arts, In honour the 300th anniversary of her birth*, organised by the Borrower, and the Borrower shall be obliged to use the Items in compliance with the purpose agreed herein.
2. Exhibition venue: Österreichische Galerie Belvedere, Lower Belvedere, Wien. Duration of exhibition: 29 June 2017 – 5 November 2017.
3. The subject of the Loan is exclusively bound to the purpose mentioned above. Every change of the purpose must be covered by a written document signed by the director of the GMB.

**Article II**  
**Duration of Loan**

1. The Loan shall start on the day of effectuation of this Loan Agreement and terminate on 20 November 2017, including time necessary for transportation and de-installation of the exhibition.
2. The Loan shall terminate upon the expiration of the term of loan.
3. The Borrower must request the GMB in writing to prolong duration of the loan at least three weeks before the scheduled date of expiry.
4. The GMB can prolong duration of the loan.
5. If the Borrower fails to adhere to the terms and conditions set forth herein the GMB reserves the right to cancel the Loan at any time.
6. Upon the termination of the Loan, the Borrower shall be obliged to return the Items to the GMB in the condition corresponding to the purpose of use agreed herein.

**Article III**  
**Packing, Transport and Mounting**

1. The form of transport of the work is determined by the GMB including couriering by its own staff member.
2. Packing, transport and all other services connected with shipment will be carried out by specialized fine art transport and packing art company: IGS-HS Art Service s.r.o., (office: Dúbravská cesta 9, 845 07 Bratislava).

3. Every Item shall be packed and transported in a special crate.
4. The Borrower shall apply the same way of packing when returning the Items to the GMB.
5. All costs relating to packing and transportation shall be borne by the Borrower.
6. The Items will be escorted by a GMB Courier who is to be present for all movements of the Loan, packing and unpacking, installation and de-installation. The Borrower shall pay the following costs relating to the GMB Courier: travel costs and subsistence costs in a total amount of EUR 45 (EUR 22,50 per day).
7. The Borrower covers transport costs of the Items also in the case of the loan being terminated prematurely.
8. The Items shall be installed in accordance with curator's instructions.

#### **Article IV Obligations of GMB**

1. The GMB shall be obliged to hand the Items over to the Borrower's contact person in the condition suitable for the agreed purpose of use.
2. The GMB shall be obliged to appoint a contact person liable for handing over and receiving of the Items and for loan communication pursuant to paragraph 4, Article V, and paragraph 1, Article VI. The GMB contact person is Mgr. Lucia Kuklová, tel.:

#### **Article V Obligations of the Borrower**

1. The Borrower shall be obliged to receive the Items and confirm the receipt in an official protocol.
2. The Borrower shall be obliged to appoint a contact person liable for handing over and receiving of the Items and for loan communication pursuant to paragraph 4 herein, and paragraph 1, Article VI. The Borrower contact person is. Mag. Tatjana Gawron, tel.
3. On part of the Borrower, the only person eligible to handle the Items is Mag. Tatjana Gawron, or a person authorised by the Borrower in writing.
4. The Borrower shall be obliged to use the Items in a way that does not hamper the GMB and does not damage its property and interests.
5. The Borrower shall not be entitled to lend the Items to a third party.
6. During the Loan period, the Items must be handled with utmost care, it must not be exposed to any risk and it must be protected against damage, destruction or loss (key control system, safe mounting).
7. The Items shall only be unpacked/repacked, temporarily stored and installed in areas where temperature is maintained as a relatively constant 18-22°C, and humidity levels are maintained as 40-50%. At the request of the GMB, the compliance with the prescribed conditions must be proved. The GMB shall be entitled to require the usage of measuring instruments monitoring the temperature and relative humidity in pre premises.
8. The GMB is entitled to inspect requirements of protection and safety of the Items (temperature, humidity, light intensity) as well as security measures and eventually request a relevant equipment and, if considered necessary, to eliminate deficiencies at borrower's costs or to request the Items to be returned. The Borrower covers costs incurred by transport to the seat of the GMB.
9. The Borrower shall be obliged to put up with limited use of the Items to the extent necessary for carrying out repairs.
10. The Borrower is allowed to perform interventions for secure attachment of the Items onto the wall, but only on the back of the frame and not on the stretcher.
11. The eventual cleaning of the Items shall be limited to the removal of dust, carried out, with a maximum care, by a restorer. The Borrower has no right to undertake any restoration of the Items.
12. If the GMB requires returning one of the Items for its own need, the Borrower shall provide the GMB with necessary cooperation.
13. The Borrower shall be obliged to allow the GMB to carry out control of the Items at Borrower's presence.
14. Titles and further documentation materials for the exhibition (or another event) shall include a note indicating that the Item is from the collection of the GMB as follows: "From the collection of the Bratislava City Gallery". The GMB is entitled to request all corrections of the titles of the Item on Loan to be made by the GMB.
15. The Borrower shall deliver, without being requested, at least two free copies of any printed material, which the Borrower shall publish in connection with the exhibition (catalogues and publications send to the address of the library of GMB).

#### **Article VI Obligations of the Borrower as to Alteration and Damage of the Items**

1. The Borrower is responsible for any alteration, jeopardy, damage or loss of the Items and is obliged to report it to the GMB without any delay. A written record shall be made of any such facts.
2. In the case of jeopardy, the Borrower shall adopt necessary measures to prevent damage.
3. In the case of loss, destruction, theft or devaluation of the Items, the Borrower shall cover damages at replacement value of the work as recorded in the list of works at latest 90 days from the amount of damage claimed by the GMB. In case of damage of the work the Borrower shall cover restoration cost which will be determined by the commission of representatives of both institutions. The Borrower is also liable for the damage, which originated during the Loan period, but shall be discovered up to six months after the return of the Loan (e. g. in specific cases, such as panel paintings, wooden sculpture, works on paper ground and the

like). A protocol and photographs shall be made to indicate the nature and extent of apparent alteration or damage.

4. Before the GMB decides on the extent of damage of the Items, only inevitable emergency conservation can be permitted to prevent further jeopardy (or becomes more extensive).
5. The GMB is entitled to send its employee for any length of time necessary to inspect the damaged Items and claim damages from the borrower.

## **Article VII Insurance**

1. The Borrower is obliged to insure the Items against all risks, including disaster and vandalism "from nail to nail", i.e. for the freight of the Items from GMB to the borrower, for the period of the Loan at Borrower and freight back from the Borrower to GMB. On making the insurance contract, the Borrower takes into account the financial value of the Item stated in the list of Items. The Borrower is obliged to accept the stated value of the Items.
2. The Borrower covers all insurance costs.
3. The Borrower covers all additional insurance costs when exceeding the Loan period.
4. In the event of prolongation of the Loan period, the Borrower shall cover all costs incurred by prolongation of validity of the insurance contract.
5. Providing that the insurer does not fully compensate damage in the case of an incident, the Borrower shall cover the remaining amount up to damage claimed.

## **Article VIII Copying, Use in Film and Television and Other Media**

1. It is forbidden to produce postcards, printed materials, slides and other reproductions of the Items on loan without the prior written approval of the GMB.
2. The GMB shall provide the Borrower with digital reproductions of the Items. The GMB shall give permission to the Borrower to use reproductions for promotional and educational purposes: exhibition catalogue, leaflets, poster, TV programmes, prints, new media. Borrower use at the photograph the origin of the Items (Collection of Bratislava City Gallery, photo © archive GMB). In return, borrower send two copies of the catalogue to GMB for the needs of the library. The permission is bound only to the above mentioned purposes. The reproductions can only be used for this purposes. Archiving or the use of any forms of reproduction of the Items for commercial or other purposes is not possible without a written permission of GMB.
3. The borrower is obliged to ensure that there will be no reproductions of Items made by third persons/parties.
4. In the case of filmmaking, it must be fully guaranteed that no damage is caused to the Items in the process of filming (e. g. exposure to heat, etc.).

## **Article IX The Right of Control**

1. The GMB is entitled to control whether provisions of the Agreement mentioned above are observed. For this purpose the staff members in charge are entitled to enter the exhibition halls during the opening hours or, in exceptional cases, at any time.

## **Article X Special Provisions**

1. The list of Items on Loan accompanied by the artist's name, title, technique, dimensions and inventory number together with the financial value of the Items is an inseparable part of this Agreement. In the event that the Borrower wishes to change the number of Items and/or the artist, the amendment needs to be made in the form of a written addendum.
2. In the case of the Loan not restored or damaged, a record shall be made to specify its condition. The record shall be written and signed by the curator of the GMB on receipt.
3. In the case of breach of conditions stipulated in this contract, the GMB is entitled to request the Borrower to remove all deficiencies within reasonable time. Providing that improvement is not made, the GMB is entitled to back out of the Agreement and request the Items to be returned immediately.

## **Article XI Final Provisions**

1. This Agreement shall come into force on the day of its signature by the Parties hereto and into effect on the day following the day of its publication. The GMB shall publish the Loan Agreement on its website.
2. This Agreement can only be amended and supplemented in the form of written addendums.
3. All notices and reports between the contracting parties are delivered in the form of registered letters. Verbal agreements are not binding.
4. Other legal relationships not regulated by this Agreement refer to relevant provisions of the Civil Code.
5. This Agreement is executed in 2 (two) copies of which the borrower obtains 1 (one) copy and the GMB obtains 1 (one) copy.

6. Annexes: Annex 1 – The list of the Items to the Loan Agreement for the work of art no. 01/2017/01  
Annex 2 – Protocol for receipt and return of the Items

In Bratislava, 10.2.2017

In Vienna, 8.3.2017

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PhDr. Ivan Jančár,  
Director GMB

.....  
Dr. Stella Rollig,  
Director Österreichische Galerie Belvedere

## Annex 1

### The list of the Items

1. A 133 Daniel Schmidely: Maria Theresa as Queen of Hungary. 1742, oil on canvas, 237,5 x 157 cm, 100.000 EUR
  2. A 576 C. Hirsch, Jr.: Francis I Stephan of Lorraine. 1741. Oil on canvas, 44,5 x 32,5 cm, 7.000 EUR
  3. A 583 C. Hirsch, Jr.: Maria Theresa on the Coronation Hillock. 1747. Oil on canvas, 45,5 x 33 cm, 7.000 EUR
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## Annex 2

### Protocol for receipt and return of the Items

In accordance with the Loan Agreement for the work no. 01/2017/01 from 8.3.2017 concluded between

Galéria mesta Bratislavy, Františkánske námestie 11, 815 35 Bratislava

and

Österreichische Galerie Belvedere, Schloss Belvedere, Prinz Eugen-Straße 27, 1030 Wien

Purpose of the Loan – Exhibition entitled: *Maria Theresa and Arts, In honour the 300th anniversary of her birth*

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#### Receipt of the Items

The Items: (inventory number, artist, title, year, technique, dimensions, financial value, if appropriate according to the list in the Annex 1):

**See the list of the Items (Annex 1)**

Items delivered by (name, position, signature):

.....

Items received by (name, position, signature):

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Date of receipt ..... Place of receipt .....

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#### Return of the Items

The Items: (inventory number, artist, title, year, technique, dimensions, financial value, if appropriate according to the list in the Annex 1):

**See the list of the Items (Annex 1)**

Items delivered by (name, position, signature):

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Items received by (name, position, signature):

.....

Date of receipt ..... Place of receipt .....