

202



č. 13/2024/17

Loan agreement

made under Section 659 et seq. of the Act No. 40/1964 Coll. the Civil Code, as amended

between

The Lender: Vesna Meštrić, Director
Museum of Contemporary Art
Avenija Dubrovnik 17, 10010 Zagreb, Croatia
phone +385 1 6052 700
vesna.mestric@msu.hr

and

The Borrower: Galéria mesta Bratislavy,
Františkánske nám. 11, 815 35 Bratislava
Represented by: Mgr. Katarína Trnovská, ArtD, director
Business ID: 179752
Contact: Mgr. Anna Sopková, anna.sopkova@gmb.sk,
+421 902 463 519
(hereinafter referred to as the "Borrower" or "GMB")

Article I Subject matter

1. The Lender agrees to lend the Borrower free of charge the works of art defined in Annexe No. 1 (hereinafter referred to as the "Loan items").
2. The Borrower shall be obliged to use the Loan items in compliance with the purpose agreed herein.
3. The Loan items shall be borrowed exclusively for the purpose of their presentation in the exhibition "Haptic echo," which will be held from **8. 10. 2024 to 16. 3. 2025** at the Bratislava City Gallery, Pálffyho Palace, Panská 19, Bratislava.
4. Every change in the purpose of the loan must be approved by the Lender.

Article II Loan period

1. The loan shall be for a period from **1. September 2024 to 30. March 2025**. The loan shall terminate upon the expiration of the loan period.
2. The Borrower shall be obliged to request the extension of the loan period in writing before the originally scheduled date of expiry.
3. The Lender can extend the loan period.
4. The Lender shall be entitled at any time to require, for serious reasons, the returning of Loan items without undue delay, and the Borrower shall be obliged, at its own expense, to transport and deliver the Loan items to the Lender. The serious reasons include any breach of Borrower's obligations arising out of this Agreement, any negligence on the part of the Borrower and any use of Loan items that contravene this Agreement.

5. Upon the termination of the loan, the Borrower shall be obliged to return the Loan items to the Lender in the condition corresponding to the purpose of use agreed herein.

Article III

Rights and obligations of the Parties

1. The Borrower agrees to display all Loan items defined in Clause 1.1. In the event that the exhibition is accompanied by the exhibition catalogue, the Borrower agrees to publish photographs of all Loan items defined in Clause 1.1 (or in Annex No. 1).
2. The Borrower shall provide for reproductions of Loan items in print quality. The Lender shall give permission to publish the Loan items in the exhibition catalogue.
3. Title to the Loan items remains vested in the Lender. The Loan items can be used exclusively for the purpose defined in Clause 1.3. The Borrower shall ensure that any person including the artist cannot handle, move or loan the Loan items to a third party without the Lender's prior written consent.
4. The Borrower may not use the Loan items to create duplicates, casts, copies or artist's originals unless it obtains the Lender's prior written consent. In the event that the Borrower breaks this provision, the Lender shall be entitled to compensation for damage. The captions in the exhibition and the exhibition catalogue shall include a note indicating that the **Loan item is from the Marina Abramović, Rhythm 2, 1974, color film, super 8 mm, 35'**
5. The Borrower agrees to invite the Lender to the exhibition opening.
6. The Loan items shall be received from and returned to the Lender in Bratislava, in Pálffy Palace.
7. The Borrower shall be obliged to maintain constant and adequate protection of Loan items during the entire loan period. The Borrower agrees that no repairs or conservation works shall be made of Loan items without the Lender's prior written consent. Cleaning and maintenance must be carried out by a restorer.
8. The Borrower shall ensure that information about Loan items for use on wall labels, in catalogue or in other materials of the Borrower must conform to the data defined in this Agreement.
9. The Borrower shall be liable for the compliance with the copyright.
10. In the event that Loan items are jeopardised, damaged, or lost, the Borrower must immediately notify the Lender. The Borrower shall be responsible for any damage (theft, loss, destruction, etc.) to the Loan items that may occur in the period between the acceptance of Loan items by the Borrower and their returning to the Lender. The Borrower shall not be liable for any damages to Loan items that may occur as a result of Force Majeure (e.g. windstorm, flood, etc.)
11. The Borrower shall be obliged to officially accept the Loan items and acknowledge the receipt in writing.

Article IV

Final provisions

1. This Agreement shall come into force on the day of its signature by the Parties hereto.
2. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties hereto.
3. This Agreement shall be governed by and construed in accordance with Slovak law. If any difference or dispute shall arise between the Borrower and the Lender arising directly or

indirectly from this Agreement then the dispute shall be referred to the Arbitration court of the Slovak Chamber of Commerce and Industry in Bratislava.

4. This Agreement is executed in two (2) copies, one (1) copy for each Party hereto.
5. Annex No. : List of works

In Bratislava, date 18.9.2024

In Zagreb, date 22. August, 2024.



Borrower:
Mgr. Katarína Trnovská, ArtD.
GMB Director



Lender
Vesna Meštrič
Museum of Contemporary Art, Director



Annexe No. 1

List of works:

With request for loan of digital file of this work:

Marina Abramović
Rhythm 2, 1974
color film, super 8 mm, 35'
inv. no. 1755 (1-2)

Article IV

Final provisions

1. The Agreement shall remain in force until the day of its signature by the Parties hereto.
2. No variation of this Agreement shall be effective unless it is in writing and is signed by the Parties hereto.
3. This Agreement shall be, provisionally, implemented in accordance with Article 10 of the Convention on the Law of the Sea, which requires the Borrower and the Lender to sign a contract.