

## **LOAN CONDITIONS**

### Article 1: Loan

1. By virtue of this loan agreement, the lender lends the objects listed in the appendix to the borrower, who accepts them on loan.
2. The borrower shall take charge of the loan in a professional way in the place indicated in this loan agreement and is obliged to take all reasonable measures which may be expected of a good director or curator to protect against fire, burglary, theft, vandalism, loss or damage.
3. The objects should be installed in showcases with adequate security protection. Large objects which are installed outside showcases must be installed in such a way that they do not invite people to touch them.
4. The lender is immediately notified of any plan to change the place where the loan is on display, and his permission is required.

### Article 2: Duration and expiry

1. The loan is granted for a specified period as laid down in the loan agreement.
2. If there is occasion to do so, the lender can decide to terminate the loan before the date of expiry.

### Article 3: Inspection

1. Object on loan can be inspected by the lender.
2. This inspection concerns the state of and the way in which the object(s) is/are put on display in the museum.
3. Upon request, the borrower shall provide full assistance in carrying out this inspection.

### Article 4: Insurance

1. All objects must either be covered by national indemnity or by a commercial insurance issued by a company accepted by the lender insurance agency for museum objects.
2. All objects shall be insured from "nail to nail" including transportation.
3. The insurance value of each object included in the loan can only be assessed by the lender and is not to be re-evaluated by any foreign actuary or agency.
4. The insurance is to be effected and paid by the borrowing institution. Upon request a copy of the insurance policy shall be sent to the lender.

### Article 5: Damage or loss

1. The borrower immediately notifies the lender of damage to or loss of the loan.
2. The lender is entitled to have the scale of the damage assessed by a sworn assessor of his choice. The costs of this assessment are to be borne by the borrower.
3. Under no condition is it permitted to clean, conserve or restore the loan without the lender's permission.

### Article 6: Condition report

1. The borrower is required to check the condition of the loan against the accompanying condition report during unpacking at the beginning of the loan period and during packing

at the end of the loan period. When the loan is returned, the lender checks that the condition of the loan corresponds to its condition at the time when the report was drawn up.

2. The condition report is to be made after unpacking and repackaging at the borrowing institution's premises. In the case of circulating exhibitions a condition control and condition report shall be made on each venue.

#### Article 7: Transport

1. The borrower is responsible for organizing and paying for the transport. If no special conditions are included in the loan agreement, the transport should take place in a properly maintained, closed lorry or car which contains material to prevent bumping and sliding.

2. Packing and transportation costs shall be met by the borrowing institution and the contractor or handling agent shall be approved in advance by the lender.

3. During transport, the loan must be accompanied by (a minimum of) two persons at all time and not left unattended at any time.

4. The objects are returned by the carrier to the same place where they were collected. The carrier takes away any packaging material used.

5. The borrowing institution shall ensure that customs examination of object(s) (where applicable) is carried out at the place of exhibition and not at the point of entry into or departure from the country in order to ensure safe transit through customs barriers and import/export formalities.

6. The date and time of transport to and from the exhibition should be confirmed by the borrower at least two weeks in advance.

7. The loan must be collected from the lender within two weeks before the opening date of the exhibition, and returned to the lender within two weeks of the closing date of the exhibition.

#### Article 8: Environmental conditions.

1. Temperature, relative humidity and light levels shall conform to generally accepted requirements in a museum environment.

2. Any mount or methods of support etc. for special object(s) provided by the borrowing institution shall be approved beforehand by the lender.

3. The borrowing institution shall ensure that the approved environmental conditions are maintained throughout the exhibition. If these conditions cannot be maintained for any reason the borrowing institution shall consult the lender immediately.

#### Article 9: Reproduction and credits

1. Photographing or reproducing the loan in any other way is not allowed without the prior written permission of the lender.

2. In case the loan is protected by copyright, the lender may not reproduce or publish the loan without permission of the copyright owner. The lender will have to ask for this permission. The Drents Museum is not liable for the omission of the lender to get permission.

3. The lender will be mentioned in catalogues, labels and other texts intended for the public in the way as indicated by the lender.
4. Every lender receives at least two copies of the catalogue and/or other publications and printed matter that are issued for the exhibition.

#### Article 10: Arbitration

1. This agreement is subject to Dutch law. Disagreements can exclusively be put to the appropriate magistrate in The Hague.
2. The borrower can never derive a right to restitution or compensation for damage - whether incurred in the past or in the future, for any cause whatsoever - from this loan or from observance of the preceding conditions.

#### APPENDIX SPECIAL CONDITIONS

(only applicable if these conditions are mentioned in the loan agreement)

1. Transport in an air conditioned, protected car with pneumatic suspension from a company that specializes in art transport (compulsory for the transport of organic material and for transport abroad because of the length of the journey).
2. Transport in a lorry with pneumatic suspension (compulsory for large and heavy objects).
3. The objects must be transported in boxes (compulsory for vulnerable material and transport abroad).
4. The objects must be transported in insulated crates.
5. Transport of the loan to and from the exhibition must be accompanied by a representative of the lender.
6. The objects may only be installed or moved in the presence of a representative of the lender.
7. The objects must be installed in a room with a stable temperature of 18 to 20°C and a stable relative humidity of 50-60% (with a margin of 2% either way per 24 hours).
8. The objects may not be installed in the direct vicinity of daylight and sources of heat, cold or draught.
9. The objects may not be exposed to light stronger than 50 Lux.
10. The travelling and accommodation expenses and daily allowance for the presence of a representative of the lender are to be met by the borrower.

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