

## **General Loan conditions of the University of Amsterdam**

### **Article 1. Responsibilities of the Borrower**

1. The Borrower shall, as a "good steward", take care of the objects, and return them at the end of the loan period to the Lender in good condition.
2. The Borrower shall surround the objects with the utmost care.
3. The Borrower is not allowed to pass the objects or parts thereof on to other parties or store them with other parties (under any title), either at no cost or for payment, without previous written permission of the Lender.
4. The Lender is entitled to view the objects given on loan in order to verify compliance with the agreement at any reasonable time.
5. Neither this agreement, nor compliance with the stipulations in this agreement may ever be construed to imply any entitlement of the Borrower to any restitution or compensation for damages incurred or yet to be incurred, no matter what their origin may be.
6. Both parties, by mutual agreement, shall decide about changes and/or amendments to this agreement as desired by both or either parties in written and signed by both parties agreement.

### **Article 2. Storage Conditions**

1. The maximum duration for organic material is 3 months contiguous exhibition
2. The Borrower shall make all arrangements for safeguarding against fire, break-in, theft, damage, and/or other risks, as may be expected from a good Borrower (24 hour security).
3. The Borrower shall exhibit the objects in a space without direct entry of daylight. Also, the relative air humidity in the space shall be 55% ( $\pm 5\%$ ), and the temperature shall be a constant 68 °F [20 °C] ( $\pm 35.6$  °F [2 °C]).
4. The temperature and the humidity shall be recorded at all times on the appropriate devices for the entire duration of the loan period.
5. The intensity of the object lighting shall be no more than 50 Lux (organic material), and shall be produced by a light source emitting the smallest possible amount of ultraviolet light.
6. Before and after opening hours, the space shall be kept dark, or the loaned objects shall be covered.

### **Article 3. Exhibition**

1. The objects shall be uncrated, fastened, placed on stands and placed in show cases in the exhibition space by qualified persons, as agreed upon with the Lender. Where necessary, the Lender will perform these actions.
2. The Borrower shall only exhibit the objects at the agreed location.
3. The Borrower shall provide an actual Facility Report of the exhibition location as well of the eventual interim storage locations, to the Lender for reference.
4. The Borrower shall assure that no smoking and no consumption of food and drink is allowed in both the exhibition space and the storage space.

### **Article 4. Liability and Damages**

1. The Borrower is liable for any and all damages to, and for loss of, the articles received by him on loan, whether inflicted and or caused through his agency, or not. The Borrower shall immediately notify the Lender by telephone and in writing of any and all damage to, and loss and theft of, the articles received on loan.
2. During the entire loan period, no changes may be made to the status of the loan objects and none of the objects may be subjected to any technical (or chemical) treatment, except after previous consultation with the Lender.

**Article 5. Insurance**

1. The Borrower shall take out sufficient insurance for the objects on loan according to the insurance conditions for exchanges amongst museums, (Nail to Nail including terrorism during transport and Exhibition period) unless otherwise agreed in writing.
2. Loan to countries outside The Netherlands will be insured by Meijers Insurance Broker. Unrequested the Borrower shall submit, before transportation, proof of insurance to the Lender.
3. The Borrower shall arrange for 'all risk' and 'nail to nail' insurance both in transit and for the term of the loan, for the amounts stated above.
4. Damages through loss or damage to the objects, originating from the loan, shall immediately be reported in writing to the Lender, and shall be the responsibility of the Borrower.

**Article 6. Packaging and Shipping**

1. Packaging and shipping shall take place according to the instructions of the Lender and based on the actual Museum standards for loans, at the responsibility and risk of the Borrower.
2. The Borrower shall engage a certified shipper for shipping with the transport, preferably Crown Fine Arts, unless otherwise agreed.
3. The Lender reserves the right to have the articles on loan be accompanied by a staff member, both in the Netherlands and abroad. For licensing and requirements, remuneration for stay, duration of stay, etc., the internationally agreed standards shall apply.
4. Unless exceptions are agreed upon, shipment to the Borrower shall take place no sooner than three weeks before the opening date of the exhibition, and return shipment shall take place no later than three weeks after the closing date of the exhibition. The Lender shall be informed in a timely manner about the date on which the objects on loan shall be picked up. Also, negotiations about the return shipment at the end of the loan term shall be held in due time.

**Article 7. Costs**

1. All costs incurred for the objects for the term of this agreement, resulting from the use of the objects and for the purpose of normal maintenance, shall be paid by the Borrower.
2. Any other costs as well as all costs for repair and maintenance of the objects on loan shall also be paid by the Borrower, without entitling the Borrower, at the end of the loan agreement, to any claims as to settlement of costs with the Lender.
3. All costs for major prior restorations, special support, packaging, transportation and transportation related costs, insurance, accommodation and travel expenses for the courier as the Per diem, are also for the borrower

**Article 8. Publication**

1. The presentation, catalog descriptions and any and all other instructions and/or depictions, shall clearly state that these objects are on loan from the Special Collections of the University of Amsterdam, The Netherlands.
2. The Lender receives two free entrance tickets to the exhibition, and two copies of the exhibition catalog and/or any other publications related to the exhibition (to be sent exclusively to the contact person).