

# GENERAL LOAN TERMS

## 1. Loan period

The loan agreement must set out the entire loan period, defined as the period from the requested collection of the object(s) on loan from the Owner to the anticipated return of the object(s) on loan. The exact dates of collection and return shall be agreed subsequently. The loan period may be extended by contacting the Owner if the Owner consents

to this in writing. The Owner may refuse the dispatch of the object(s) or may recall the object(s) on loan prematurely if the Borrowing Institution is in breach of the loan terms or its obligations under the loan agreement. Both parties may be exempted from obligations in the event of unforeseeable events (*force majeure*).

## 2. Insurance

The Owner determines the insurance value of the object(s) on loan, possibly in consultation with the Borrowing Institution. It is the responsibility of the Borrowing Institution to take out insurance that covers the object(s) on loan. The insurance policy must cover the entire loan period defined as the period from the collection of the object(s) on loan from the Owner until its/their return (*from nail to nail*), and the policy must

be an *all risk* policy. The policy must also include the special museum clause: "Irrespective of the type and degree of damage and the amount of compensation, the object(s) on loan will remain the property of the Owner." Should the Owner wish a copy of the insurance policy, it must appear from the loan agreement when the policy is to be sent relative to the collection of the object(s) on loan.

## 3. Preservation

The Owner determines whether the state of preservation of an object on loan is such that the loan of the object can be allowed, while it is the responsibility of the Borrowing Institution to meet the Owner's requirements concerning preservation relative to the object on loan. Unless otherwise agreed, the object(s) on loan must be returned in exactly the same condition as at the commencement of the loan period,

which means that the object(s) on loan must not be subjected to any kind of treatment during the loan period. In the event of damage to or visible, non-agreed changes to the object(s) on loan during the loan period, the Borrowing Institution must immediately notify the Owner, after which the parties must agree on further measures to be taken.

#### **4. Transport and packaging**

It is the responsibility of the Borrowing Institution to pack and transport the object(s) on loan soundly so that the object(s) on loan will not in any way be damaged during transport and temporary storage. Unless otherwise agreed the Owner shall

approve the Borrowing Institution's choice of transport. In that connection the Borrowing Institution shall meet the Owner's transport and packaging requirements.

#### **5. Setting and security**

It is the responsibility of the Borrowing Institution to store and exhibit the object(s) on loan in a secure setting, which means that, during the loan period, the object(s) on loan must as a minimum be secured round the clock. Furthermore, the room temperature, relative humidity, lighting and the location of the object(s) on loan at the exhibition premises must not cause any unusual changes to the condition of the object(s) on loan. In that connection the Borrowing Institution must meet

the Owner's requirements with regard to setting and security. In the event of temporary or permanent changes to setting or security, the Borrowing Institution must immediately notify the Owner, after which the parties must agree on any further measures to be taken. Where the exhibition premises are unknown to the Owner or where there are any other relevant special circumstances, the loan may be conditional on the Owner's approval of a facility report.

#### **6. Hanging/mounting and display**

It is the responsibility of the Borrowing Institution to hang/mount and display the object(s) on loan so that it/they cannot be damaged in any way. Furthermore the Borrowing Institution must meet the Owner's requirements with regard

to mounting and display. Where the objects on loan are works of art, the Borrowing Institution undertakes to exhibit them in a way that respects the *droit moral* of the artist.

#### **7. Reproduction and credits**

The Borrowing Institution is responsible for ensuring that the object(s) on loan is/are not photographed, filmed or reproduced without prior agreement with the Owner. Still photographs, exhibition documentation and press photographs are exempted from this provision. Unless otherwise agreed it is therefore the responsibility of the Borrowing Institution to ensure that permission to reproduce the object(s) on loan for use in printed materials and other publications is obtained via the Owner or with the consent of the Owner either in the form

of new photographs or renting/borrowing of already existing material. In that connection it is the responsibility of the Borrowing Institution to obtain permission from copyright owners and the Borrowing Institution shall thus indemnify the Owner against any claim in this respect. The Borrowing Institution must furthermore meet the Owner's requirements with regard to credits in connection with the display of the object(s) on loan at an exhibition and in exhibition-related publications in which the object(s) on loan is/are shown.

#### **8. Publications and other research results**

The Borrowing Institution must meet the Owner's requests for submission of publications and/or non-published research

results concerning the object(s) on loan to the Owner.

## **9. Expenses**

Unless otherwise agreed all expenses in relation to the object(s) on loan must be paid by the Borrowing Institution. In the event of breach of the loan terms and the obligations

under the loan agreement, any related expenses will also be payable by the Borrowing Institution.

## **10. Liability**

The absolute liability for the object(s) on loan rests with the Borrowing Institution during the loan period, defined as the period from the collection of the object(s) on loan from the Owner to the return of the object(s) on loan (*from nail to nail*). The Borrowing Institution will have the full liability

for compliance with the loan terms and the loan agreement during the entire loan period, also in instances where the Borrowing Institution has asked a third party to insure, transport or supervise the object(s) on loan.

## **11. Other matters**

Insofar as a special agreement is concluded that differs from the general terms of the loan (see under "Other matters" in the

loan agreement), the special agreement takes precedence of the general conditions.

## **12. Law and disputes**

These loan terms and this loan agreement are governed by Danish law. Any dispute concerning the terms of the loan and

the loan agreement that cannot be settled amicably through negotiation shall be settled according to Danish law.

**The undersigned Borrowing Institution hereby accepts the terms set out above regarding object(s)**

**on loan to:**

Title of exhibition \_\_\_\_\_

Place of exhibition \_\_\_\_\_

Date of exhibition \_\_\_\_\_ – \_\_\_\_\_

Date \_\_\_\_\_

Name of Borrowing Institution \_\_\_\_\_

Signature of Borrowing Institution \_\_\_\_\_

The Owner and the Borrowing Institution receive a signed copy of the terms each.