

# Loan Agreement

Date **XXXX-XX-XX**

Dnr **XXXX**

The following Agreement has been entered into between the Nationalmuseum, Stockholm, (NM) and **XXXX** (the Borrower).

## 1. Loan

NM lends the objects itemised on the attached list (the Objects) to the Borrower for the exhibition **XXXX** to be held at **XXXX** during the period **XXXX-XXXX**. After the end of the exhibition the Borrower shall return the Objects to NM without unnecessary delay in accordance with the terms and conditions set forth in this Agreement.

## 2. Insurance

The Borrower shall at its own expense take out insurance/obtain a Government Indemnity for the Objects for the value stipulated by NM in this Agreement. The insurance/government indemnity shall cover all forms of loss or damage, whatever the cause. The insurance/ government indemnity shall take effect from the time at which the Objects leave their normal repository at NM until such time as they are once again at their normal repository at NM. NM shall be named as the insured party/beneficiary in the insurance policy/government indemnity.

The insurance/Government Indemnity needs not cover normal wear and tear, inherent vice, gradual deterioration, nuclear attack, nuclear accident and war on site. However, the insurance/Government Indemnity shall cover all loss or damage caused by terrorism, on site as well as during transportation, and all loss or damage arising during transportation, caused by war or similar events.

The insurance policy/Government Indemnity shall expressly stipulate that NM shall retain title if the Objects are damaged and NM receives compensation under the insurance policy/Government Indemnity. If the Objects are lost but later recovered, the insurance policy/Government Indemnity shall stipulate that the Objects shall be returned to NM in return for repayment by NM of the compensation received.

The Borrower shall provide NM with a copy of the insurance policy/Government Indemnity not later than 20 days prior to the date the Objects are due to leave NM. If the Borrower does not provide NM with a copy within the prescribed time or if NM is not of the opinion that the insurance/Government Indemnity obtained meets its requirements, NM is entitled to refuse to lend the Objects. Failure to give notice of dissatisfaction with the insurance/Government Indemnity does not discharge the Borrower from liability as towards NM.

## 3. Borrower's liability

The Borrower is liable as towards NM for damages falling within the scope of clause 2 "Insurance" above. If the Borrower wholly or partly fails to obtain insurance/a Government Indemnity or if the insurance/Government Indemnity should be considered, wholly or in part, not to cover loss or damage arising for which compensation would be paid under an insurance policy/Government Indemnity in accordance with this Agreement, the Borrower shall be liable to pay compensation to NM as if an insurance policy/Government Indemnity had been obtained in accordance with this Agreement.

#### 4. Costs

All costs arising in connection with the loan shall be covered by the Borrower. NM charges an administrative fee for loans from its collections. This fee is intended to cover some of the administrative costs incurred by NM in making the loan. The fee for the current year is **SEK 3 000** per Object and borrowing institution. This fee will be reviewed annually from January 1st. The Borrower will be invoiced for the fee that applies when the exhibition opens.

In addition a Conservation's fee will be charged. This fee is intended to cover some of the costs incurred by NM in inspecting the Object and drawing up a report on its condition. The fee for the current year is **SEK 1 500** per Object and exhibition. The Borrower (or in the case of touring exhibitions the first Borrower to display the Object) will be invoiced for the fee that applies when the exhibition opens.

At the NM's discretion, the borrower may be required to prepay estimated loan expenses. Such payments must be received prior to shipment and no later than indicated on the invoice. Otherwise, expenses already incurred must be paid and the loan will be subject to cancellation.

#### 5. Cancellation of loan

If the Borrower declines to borrow the Objects after signing this Agreement, NM is entitled to charge an administrative fee of SEK 1 000 per Object. If NM is notified of cancellation less than six weeks prior to the opening of the exhibition, the full administrative fee will be charged, as will other expenses incurred in consequence of the loan.

#### 6. Packing and crating

The art Object(s) will be packed at NM. Packing and crating costs will be charged to the Borrower. An estimate of costs can be provided upon request. The crate and, if possible, the packing materials must be kept for outgoing shipment and the Object(s) must be repacked using the same methods and materials. Unpacking and repacking must be carried out by experienced personnel under competent supervision. Crate and packing materials shall be stored in a secure and tempered indoor storage area.

#### 7. Transportation

The Borrower shall consult the Registrar's office at NM prior to making any arrangements for the sending, forwarding or returning of the Object(s). The Registrar at NM should appoint a forwarding agent in Sweden. A forwarding agent in the receiving country should be appointed by the Borrower acting in consultation with the Lender's Registrar. Unless otherwise stated, the crate(s) containing the Object(s) must only be carried or handled in the presence of a NM staff member. Couriers will travel business class unless otherwise agreed. If the work is carried in the hold of the air craft the courier should be given the opportunity of supervising the loading and unloading of the crate(s). In cases where this is not possible, loading and unloading must be supervised by the forwarding agent. Transportation from the airport to the museum shall be conducted using a fully equipped fine art truck, i.e. an enclosed truck with air suspension and a climate controlled compartment, movable lashing devices and a hydraulic hoist.

## **8. Courier allowances**

Couriers from NM do not accept their allowance in cash from the Borrower. NM will provide the courier with the allowance in advance, based on the Swedish Government's rate for the destination country multiplied by the number of days allowed, three days within Europe and four days outside Europe. The allowance plus all related ground transportation costs, i.e. transport between the airport and the city, will be invoiced the borrower. Prepaid hotel accommodation is to be arranged by the Borrower. For this loan the courier is entitled to stay **XXXX** nights at the expense of the Borrower. He/she is entitled to a travel expense allowance for **XXXX** days at **XXXX** SEK a day. This figure applies for the current year and is revised annually.

## **9. Security, care and handling**

The Borrower shall maintain constant and adequate protection of the art Object. Should damage occur in transit NM is to be notified at once and all packing materials must be saved until NM or its agent has had the opportunity to inspect them. Should loss, damage or deterioration be noted, regardless of whom may be responsible, NM should be informed immediately by phone and in detail in writing. Unless special written permission has been given for outdoor exhibition of loans, the Borrower shall protect the Object at all times against direct or indirect sunlight, precipitation, excessive humidity and excessively dry conditions, strong artificial light and proximity to heated or cold air sources. Objects lent by NM should be maintained in the condition in which they were received and the borrowing institution should exercise the same care with respect to loans as in respect of their own property.

## **10. Environment**

The Borrower should be able to provide an environment within the following ranges: A stable climate with temperature between 18–22° C and RH levels between 45–55% with daily fluctuations of no more than 5%. All humidity and heating controls must operate for 24 hours a day. Illumination of sensitive material such as work on paper and textiles must not exceed 50 lux. For more stable materials such as paintings, the level must not exceed 200 lux. Ultraviolet (UV) light should not exceed 10 microwatts per lumen: both daylight and fluorescent lighting should be filtered with suitable UV absorbing material if necessary. Note that these conditions apply to the full duration of the borrowing period, including packing, storage and exhibition. A display case may be necessary for environmental or security reasons and may be required to incorporate a facility for closer climate control. Care should be taken to avoid the use of harmful materials. Display cases should be dustproof. Framed Objects may not be unframed, removed from mounts, cleaned, repaired or altered in any other way without the prior written consent of NM. NM reserves the right to specify different environmental levels and conditions for extremely sensitive Objects.

## **11. Installation**

The courier should have the opportunity to supervise the unpacking, condition checking and installation of the Object. Unpacking is not to take place until the Borrower is ready to install the Object in its final position.

**12. Photography**

Objects lent may not be photographed without special written permission except for the purpose of condition reports or general installation views. Photographs suitable for publicity or publications may be obtained from NM subject to normal billing charges and regulations. Requests for permission to make educational filmstrips or slide sets will be handled on an individual basis. For ordering photographic material and/or questions regarding copyrights, we kindly ask you to contact: Nationalmuseum, Bildarkivet (The Picture Archive & Agency), Box 16176, SE-103 24 Stockholm. Phone +46(0)8-5195 4332, Fax +46(0)8-5195 4453, bildarkivet@nationalmuseum.se. When requesting photographs please refer to the Object's inventory number.

**13. Catalogue**

Immediately after publication the Borrower shall send 2 copies of the exhibition catalogue and/or related publications to: The Art Library, Nationalmuseum, Box 16176, SE-103 24 Stockholm.

**14. Extension of the loan period**

Any extension of the loan period must be applied for in writing and approved in advance by NM and the insurance coverage must be extended accordingly. Conversely in the event of the exhibition period being curtailed, NM must be informed as soon as the Borrower's decision has been made.

**15. Priority**

If any term or condition on a loan form supplied by the Borrower or in other document differs from the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

**16. Signature**

This Agreement shall be signed by the Borrower and returned to NM within 30 days of receipt. If this does not occur, NM is entitled to cancel the loan of the Objects.

**17. Governing law and disputes**

This Agreement shall be subject to Swedish law. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall take place in Stockholm, Sweden and shall be held in Swedish.

**All questions concerning loans should be addressed to:**

Registrar's Office, phone +46(0)8-5195 4384/4378, fax +46(0)8-5195 4444, e-mail loans@nationalmuseum.se

**Lending Institution**

Nationalmuseum

**Date**

XXXX-XX-XX

**Signature**

**Print Name**

Berndt Arell

**Title**

Director General

**Borrowing Institution**

XXXX

**Date**

XXXX-XX-XX

**Signature**

**Print Name**

XXXX

**Title**

XXXX

**Please sign and return one copy to:**

Registrar's Office, Nationalmuseum, Box 16176, SE-103 24 Stockholm, Sweden.

## List of loans

**Dnr:** XXXX

**Borrower:** XXXX  
XXXX  
XXXX  
XXXX  
XXXX  
XXXX

**Exhibition:** XXXX

**Exhibition period:** XXXX

**Location:** XXXX

**Loan(s):**

Inventory number

Artist

Title

Technique/material

Dimensions

Insurance value:

**Condition:** XXXX

**Credit line:** Nationalmuseum, Stockholm