

Loan Agreement (for reference only)

Agreement approved by the Commission of the Historisches Museum Basel between the Canton of Basel-Stadt, represented by the Governing Council (Regierungsrat) of the Canton of Basel-Stadt, in its turn represented by the Department of Presidential Affairs (Präsidentialdepartement) of the Canton of Basel-Stadt, in its turn represented by the Director of the Historisches Museum Basel, governing the loan of objects from the collection of the Historisches Museum Basel

Lender: Historisches Museum Basel
Steinenberg 4
CH-4051 Basel

and

Borrower:

This agreement is entered into subject to the attached Loan Conditions.

a) Exhibition

b) Duration

c) Loan(s)

The Lender lends the work(s) listed on the attachment to this agreement to the Borrower.

d) Insurance Helvetia Versicherungen, Steinengraben 41, CH-4002 Basel, +41 (0)58 280
25 94

e) Special Agreements

Should individual provisions of this agreement prove or become ineffective or unfeasible after the contract has been concluded, this shall not affect the validity of the remaining contractual provisions.

Lender: HISTORISCHES MUSEUM **Borrower:**
BASEL

Steinenberg 4
CH-4051 Basel

Place, date:

Basel,

Place, date:

Lender's signature:

Borrower's signature:

Dr Marc Fehlmann FRSA, Director

Loan Conditions

(for reference only)

General Conditions

The Lender lends the work(s) listed on the attachment to the Loan Agreement. The loans may be used for the purpose and duration specified in this Loan Agreement only.

They shall be returned to the Lender at the end of the exhibition without delay and without any special request to that end.

The Borrower shall bear all costs incurred in connection with the loan(s). He may not lend the work(s) to third parties.

He may not alter, photograph, copy or restore the objects without the Lender's prior written consent. He undertakes to handle, exhibit or store the objects with due care and in full compliance with the Lender's specifications.

The Lender and Borrower undertake to treat with confidentiality any contracts made with each other or with third parties in connection with the Loan Agreement.

Costs

All costs incurred in connection with the loan(s) shall be borne by the Borrower, as agreed with the Lender:

- handling fee of CHF 200.00 per approved object
- conservation work (labour and material costs)
- photography
- insurance
- packing and crating, transport and courier escort
- other costs as agreed in Section e) Special Agreements

Liability

The Lender shall decide the insurance value of the loan(s), to which the Borrower must agree. This is an Agreed Value that cannot be disputed in case of damage or loss. The Borrower shall insure the loan(s) nail to nail against all risks, including transit. The Certificate of Indemnity (or a signed copy thereof) naming the Lender as the beneficiary must be presented to the Lender before the loan(s) can be dispatched. Should the indemnity documents not provide the insurance coverage required by the Lender, he shall have the right to withhold the loan(s) until the Borrower has had the documents rectified accordingly.

The indemnity must cover all risks of physical loss or damage, irrespective of cause, both in transit and during the exhibition itself.

In case of loss or damage, the Lender must be informed immediately. The damage must be recorded in a Condition Report accompanied by photographs.

In case of total loss, the Agreed Value (as stipulated on the Loan Agreement) shall be paid. In case of damage, both the restoration costs and the object's depreciation will be assessed by experts named by the Lender and approved by the Borrower.

Packing and transportation

The loan(s) shall be transported to and from the final destination by a transport agent specialized in fine art with appropriate vehicles at its disposal. Exceptions to these provisions must be authorized by the Lender and agreed in writing under e) Special Agreements.

Packing and crating and the transport of the loan(s) to and from the final destination shall be done at the Borrower's expense.

Vehicles should provide appropriate protection against vibration and shock as well as extremes in relative humidity and temperature. Each vehicle must have two drivers and be fitted with an anti-theft system. At no time may the truck be left unattended. The same packing and crating

materials must be used for the return transport, unless the Lender authorizes the use of other materials.

Couriers

Courier escort by the Lender must be agreed under e) Special Agreements. The Borrower shall bear all travel expenses thus incurred, including per diems and hotel accommodation in a good mid-range hotel.

Care of objects and installation

The installation of the works must be handled by the Borrower's own specially trained staff. The Borrower shall ensure that the loan(s) are properly protected at all times. The objects shall be preserved in the condition in which they were received and the best possible protection be guaranteed at all times.

The Borrower may not make any changes to the loan(s) without the Lender's prior written consent. Except in an emergency, the works may not be moved or re-hung without the Lender's permission. The Lender shall prepare a Condition Report which shall accompany the loan(s) and which the Borrower shall check, and if necessary complete, upon the arrival of the loan(s). The Condition Report shall be signed both upon receipt of the loan(s) and at the end of the exhibition and shall be returned with the object(s). Should the Lender not be able to provide a Condition Report, the Borrower shall prepare such a report after unpacking the loan(s).

The Lender must be informed without delay of any changes in the condition of the loan(s).

Environment

The exhibition galleries must have a stable climate in which the following conditions are maintained:

Temperature

- 18 – 24°C (constant, no sudden changes)
- UV < 70 µW/lm

Relative humidity:

- approx. 50% for organic materials, approx. 35-40% for metals
- 45–50% for mixed materials

Light intensity:

- not exceeding 50 Lux for documents, prints and drawings, water-based paintings and dyed textiles
- not exceeding 250 Lux for oil- or resin-based paintings and enamel

Security and safety of the objects

The Borrower undertakes to keep the loan(s) secure in compliance with generally accepted standards of security and surveillance for as long as they are on his premises.

The Borrower undertakes to protect the loan(s) so that visitors cannot touch them or otherwise damage them. The Borrower must ensure that the exhibition venue complies with fire safety regulations and that the museum guards have had proper emergency response training. The Borrower shall provide the Lender with a Facility Report prior to signing the Loan Agreement.

The Lender reserves the right to inspect the loan(s) during the exhibition.

Reproductions and publicity

Loaned objects may not be photographed, filmed, videoed, televised or copied in any way without the Lender's prior written consent. Reproductions supplied by the Lender – photographs, transparencies or digital images – may be used only for the catalogue or as advertising material for the exhibition, unless otherwise agreed with the Lender. All published reproductions must credit the title, artist and owner of the work, as well as the photographer. The Borrower undertakes to obtain any copyright permission that may be necessary. The Borrower may not transfer any publishing rights to third parties without the Lender's permission.

The press and members of museum staff may photograph the loan(s) as part of the exhibition, for advertising purposes or for the record. The

loan(s) may also be filmed for the purpose of advertising the exhibition. Filming must be supervised at all times.

The Borrower must provide the Lender with two copies of the exhibition catalogue free of charge.

Acknowledgements in the catalogue, the exhibition and publications

The credit line should read :

Basel, Historisches Museum Basel

or

Historisches Museum Basel

Withdrawal, termination

The Lender can terminate the Loan Agreement or parts thereof in writing and with immediate effect should the Borrower fail to honour one or more of the provisions of the Loan Agreement.

Such a breach shall immediately render all the Borrower's rights ensuing from this agreement null and void. The Borrower shall immediately deliver the loan(s) to a location specified by the

Lender, or the Lender can have the loan(s) collected at the Borrower's expense.

The Lender can demand the reimbursement of any costs incurred, including legal fees, damages and expenses.

Both parties have the right to terminate the Loan Agreement with 28 days' notice.

Immunity from seizure

The Borrower shall protect the loan(s) against any kind of seizure or appropriation, whether private or public, for the entire duration of the loan. If measures of this kind are feared, the Borrower shall inform the Lender of this immediately and if necessary release the loan(s) at his own expense.

Governing law and jurisdiction

This Loan Agreement shall be governed by Swiss law. The place of jurisdiction for all disputes arising out of this agreement is Basel.

Appendix to the Loan Agreement (for reference only)

between

and

Basel Historical Museum

(Lender)

(Borrower)

For the exhibition

Title:

Place:

Duration:

The Lender provides the Borrower with the following loan(s):

Inv.

Object

Insured value

in CHF

Signatures of the responsible curator

Place, date:

Basel,

Lender:

Place, date:

Borrower: