

**Loan Agreement**  
**for Purposes of Exhibiting Artworks**

No. 094/643/2021

(hereinafter "Agreement")

**the Parties**

**Lender:**

First name and surname: MAGDALENA ŽMIJOWSKA

Full Address:

Date of birth:

(hereinafter "Lender")

and

**Borrower:**

Institution: *Turiec Gallery Martin administered by the Žilina self-governing region*

registered office: *Daxnerova 2, 036 01 Martin*

represented by: *Ing. Zuzana Ivanová*

IČO / ID No.: *36145327*

Phone Number: *043/4224448*

(hereinafter "Borrower")

conclude an Agreement on the Loan of Items for an Exhibition pursuant to Sec. 659 et seq. of the Civil Code.

**Art. I**

**The Subject Matter of the Agreement**

1. The Lender shall lend to the Borrower artwork(s) (hereinafter "Work") in the number of 1 pieces from the list in Annex No. 1, which is an inseparable part of this Agreement, all that for free. The Borrower is obliged to use the Work in accordance with the purpose agreed in this Agreement.

**Art. II**

**Borrowing Purpose**

1. Loan Item—the Works are borrowed for the purpose of the exhibition ARTIST'S BOOK TRIENNIAL MARTIN, which will take place at the Turiec Gallery in Martin in the period from 21. 10. 2021 to 9. 2. 2022.

### **Art. III**

#### **Handover, Receipt, Transport of the Loan Items**

1. The Lender shall hand over the Loan Item(s) to the Borrower undamaged and fit for temporary use for the purpose agreed herein.
2. Handover and receipt of the Loan Item(s) shall be confirmed by the Parties upon the handing over and receipt of the Work(s). The handover and receipt of the Works shall be confirmed in writing in Annex No. 2 of this Agreement.
3. The parties agree that the costs associated with the transport of the Loan Item(s) shall be fully borne by the Borrower.

### **Art. IV**

#### **Duration of Borrowing and Expiration**

1. The parties have agreed on the borrowing period **from 1. 6. 2021 to 1. 6. 2022.**
2. The Borrower is obliged to return the item(s) borrowed no later than on the last day of the borrowing period.
3. The Lender, in case of compelling reasons, is entitled to withdraw from the Agreement and demand the return of the Item(s) borrowed even before the end of the agreed borrowing period. In particular, the following are considered to be serious reasons:
  - the Items borrowed are needed by the Lender for its purposes,
  - the Borrower uses the Items borrowed contrary to the purpose agreed herein;
  - the Borrower endangers or neglects the care of the Item(s) borrowed,
  - the Borrower leaves the Item(s) borrowed to third parties;
  - the Borrower breaches any obligation under this Agreement.the withdrawal from the Agreement shall take effect upon delivery of a written notice of withdrawal to the Borrower.
4. In the event that the Lender withdraws from the Agreement and requires the early return of the Item(s) borrowed, the costs of early transport of the Item(s) borrowed and their return to the Lender, as well as other related costs, shall be borne by the Lender.

**Art. V**

**The Other Terms of Loan**

1. The Borrower is obliged to ensure the protection and care of the Item(s) borrowed.
2. In no way the Borrower may dispose of, transfer, or further lend the Item(s) borrowed to other persons without the prior written consent of the Lender.
3. The Borrower is obliged to ensure the protection and safety of the Item(s) borrowed during the entire borrowing period, i.e. especially day supervision, night protection, secure mounting, compliance with climate installation conditions for the Works, i.e. at the premises in which the Works will be stored or exhibited.
4. The Borrower is obliged to allow the Lender to access the Item(s) borrowed in order to examine the conditions for protection and security of the Item(s) borrowed (in particular: temperature, air humidity, light intensity). If the Lender finds deficiencies, it is entitled to require the Borrower to secure the appropriate equipment and eliminate the deficiencies, or it may withdraw from the Agreement and demand the return of the Item(s) borrowed.
5. The Borrower must ensure installing or securing the Item(s) borrowed to be done only by a person designated for that purpose.
6. The Borrower may not make any changes or interventions to the Item(s) borrowed in order to affix the inscription, e.g. gluing, etc. No restoring works may be carried out on the Item(s) borrowed.
7. The Borrower may publish the Works, or photographs of them in a film on television, in a catalogue or in materials (postcards, printed matter, etc.) intended for the promotion of an exhibition.
8. The Borrower shall be responsible for observing copyrights.
9. The Borrower shall be made obliged to pre-consult the descriptions of the borrowed Works with the Lender.
10. The Borrower shall be made liable for all damages (theft, loss, destruction, and other damages) incurred to the Item(s) borrowed and obliged to notify the Lender immediately of any change, threat, damage, or loss of the Item(s) borrowed. In the event of loss, destruction, or theft of the Item(s) borrowed, the Borrower is obliged to compensate the Lender for any damage incurred.

at          on 20.05.2021

..... v.r. ....

at Martin on 17.6.2021

..... v.r. ....

Ing. Zuzana Ivanová  
Director of the *Turiec Gallery Martin*