



Loan Conditions for International Lenders

Gothenburg Museum of Art

1. Loan cancellation

Gothenburg Museum of Art recognizes that circumstances may force a borrower to cancel a loan. However, the Gothenburg Museum of Art reserves the right to demand a compensation for the handling fee referred to in section [8] below, and any other expenses incurred in connection with the cancelled loan.

2. Extension or curtailment of the loan period

Any extension of the loan period must be applied for in writing and approved in advance by Gothenburg Museum of Art and the insurance or indemnity coverage must be extended accordingly. Conversely, in the event of the exhibition period being curtailed, the Gothenburg Museum of Art must be informed as soon as the decision to curtail the exhibition period has been made. Irrespective of the originally indicated loan period, the art objects shall be returned to Gothenburg Museum of Art at the borrower's earliest convenience, should the exhibition period be curtailed.

3. Ownership of the art objects

The art objects are the property of the Gothenburg Museum of Art and the borrower does not acquire any ownership, copyright or any other right or title to the art objects.

The borrower may not pledge, assign, lend, sell or otherwise create, incur or permit any encumbrance over the art objects. Neither may the borrower install, mount, fit or incorporate the art objects in such a way that they may become part of any other object or building or any other property. The borrower shall not hold itself out as owner of the art objects and, on all occasions when the ownership of the art objects is relevant, will make clear to third parties that title to the art objects is held by the Gothenburg Museum of Art (please see applicable credit line on the loan form).

The borrower may not without the prior written permission of the Gothenburg Museum of Art assign this agreement to a third party. All successive borrowings are subject to the prior written consent of the Gothenburg Museum of Art.

The borrower shall immediately inform the Gothenburg Museum of Art if the borrower is declared bankrupt or becomes insolvent or declares a moratorium or is subject to liquidation or debt negotiations or any order, judgement or decree is entered by any court of competent jurisdiction appointing a receiver, trustee or liquidator of the borrower or a substantial part of its property or if a substantial part of its property is to be sequestered. In any such case, the borrower shall present this agreement to anyone concerned and defend the Gothenburg Museum of Art's ownership of and rights to the art objects.



4. Responsibility of the borrower

The borrower carries a full and unlimited responsibility for all the theft, loss or damage of whatever nature of the art objects, whether by negligence or for any other reason and irrespective of if the damage has occurred by an unforeseeable event beyond the borrower's control, from the time of their departure from the Gothenburg Museum of Art to their return to the Gothenburg Museum of Art. The fact that the Gothenburg Museum of Art has (i) approved of, arranged for or participated at certain handling (including but not limited to packing, unpacking, conservation, storage or transportation), (ii) approved of or arranged for successive borrowers of the art objects or (iii) agreed to any amendments to or waived any of its rights under a loan agreement, shall not in any way limit the said full responsibility of the borrower. If the art objects are loaned to several borrowers in succession, the primary (first) borrower shall consequently remain fully responsible for the fulfilment of this agreement from the time the art objects leave the Gothenburg Museum of Art until they are returned to Gothenburg Museum of Art, whether the art objects are in the primary (first) borrower's possession or not.

5. Insurance

The borrower shall provide full insurance or government authority indemnification of the art objects, for agreed value, by an insurer or government authority guarantor to be approved by the Gothenburg Museum of Art. The art objects are to (i) be insured or indemnified against all risks from the time of their departure from the Gothenburg Museum of Art to their return to Gothenburg Museum of Art, (ii) name the Gothenburg Museum of Art as additional insured or indemnified for its rights and interests and (iii) in all other respects be issued on terms and conditions to be approved by the Gothenburg Museum of Art. A copy of the indemnity or insurance policy shall be sent to the Gothenburg Museum of Art for approval a minimum of 4 (four) weeks prior to the loan period. Any exception or exclusion from the applicability of the insurance cover or indemnity shall be clearly stated and explained to the Gothenburg Museum of Art in a separate document. If the indemnity or the insurance policy between the borrower, on the one hand, and an insurance company or government authority, on the other hand, contains clauses limiting the borrower's, the insurance company's or the government authority's liability towards Gothenburg Museum of Art, the borrower shall, upon request, provide the Gothenburg Museum of Art with any additional third party indemnification or insurance acceptable to the Gothenburg Museum of Art.

In the case of a touring exhibition, the different museums/exhibition venues must make sure that the individual insurance policies together cover the works of art from the time of their departure from the Gothenburg Museum of Art upon their return to the Gothenburg Museum of Art.

Gothenburg Museum of Art retains the right to change or adjust the insurance value, in case of important fluctuations on the market.

6. Costs and handling fee

All costs arising in connection with the loan shall be borne by the borrower. The loan is subject to a handling fee of SEK 2000 (the "handling fee") for each individual object of the art objects



and every successive borrower (all successive borrowings are subject to the prior written consent of the Gothenburg Museum of Art).

7. Packing and crating

The art objects will be packed at the Gothenburg Museum of Art. Packing and crating costs will be charged to the borrower. The crates must be kept for outgoing shipment, and the objects must be repacked using the same methods and materials. A packing instruction is placed in each crate containing loans from the Gothenburg Museum of Art. Unpacking and repackaging must be carried out by experienced personnel under competent supervision. The crates shall be stored in a secure temperature and climate controlled indoor storage area.

8. Transportation

All costs in relation to the transportation will be charged to the borrower. The borrower shall consult with the person handling the outgoing loans of the Gothenburg Museum of Art, prior to making any arrangements for the sending, forwarding or returning of the art objects. The person responsible for the outgoing loans will appoint a forwarding agent in Sweden and inform the borrower whether the art objects, at the cost of the borrower, must be accompanied by a courier of the Gothenburg Museum of Art. A forwarding agent in the receiving country shall be appointed by the borrower, acting in consultation with the person responsible for the outgoing loans. Unless otherwise stated, the crates containing the art objects may only be carried or handled in the presence of a the Gothenburg Museum of Art staff member. The courier will travel business class whilst accompanying the art objects. If requested, the crate should be accommodated in the cabin of the aircraft as a hand luggage. If the art objects are carried in the hold of the aircraft, the courier shall be given the opportunity of supervising the loading and unloading of the crates. In cases where this is not possible, loading and unloading must be supervised by the forwarding agent.

Ground transportation shall be conducted, unless otherwise agreed by Gothenburg Museum of Art, using a fully equipped fine art truck with two drivers, i. e. an enclosed truck with air suspension and a climate controlled compartment, movable lashing devices and a hydraulic hoist. The truck shall be equipped with approved security devices, such as alarm and locking devices. The vehicle should carry a mobile telephone with a range appropriate for the journey. Cars are not accepted. Gothenburg Museum of Art retains the right to stipulate transport method and carrier.

The dates of the transport shall be planned so that the courier is able to be present for installation/deinstallation, see Section 14 below.

9. Courier per diem expenses

Gothenburg Museum of Art will inform the borrower in advance about the requested amount of the per diem. This is 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. Prepaid hotel accommodation is to be arranged by the borrower. The per diem applies for the current year and is revised annually. If necessary for transport logistic reasons, the number of hotel nights and per diems may be adjusted.

10. Security, care and handling

The borrower shall maintain constant and adequate protection of the art objects. Should damage occur in transit, the Gothenburg Museum of Art should be notified at once, and all packing materials saved until the Gothenburg Museum of Art or its agent has had an opportunity to inspect them. Should loss, damage or deterioration be noted, regardless of whom might be responsible the Gothenburg Museum of Art should be informed immediately by phone and in detail in writing. The restoration of a work following a claim should be carried out in accordance with the wishes of the Gothenburg Museum of Art, in the country and with the restorer of the Gothenburg Museum of Art's choice.

Unless special written permission has been given for outdoor exhibition of the loan, the borrower shall protect the art objects 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. The art objects should be maintained in the condition in which they were received and the borrower should exercise the same care with respect to the art objects as in respect of their own property.

11. Environment

The borrower should be able to provide an environment within the following ranges: A stable climate with a temperature of 19 C with no more than a 2 C fluctuation within a 24 h period. The RH levels should be at 50% for oil paintings and 45% for works on papers 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 should be no higher than 50 lux. For more stable materials such as paintings, the level should be no higher than 300 lux. UV levels should be kept below 75 microwatts/lumen; both daylight and fluorescent lighting should be filtered with suitable UV absorbing material. Note that these conditions apply to the full duration of the loan period, including packing, storage and exhibition.

A display case may be necessary for environmental or security reasons; this 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 the Gothenburg Museum of Art. Gothenburg Museum of Art reserves the right to specify different environmental levels and conditions for extremely sensitive objects and for non organic materials, in the list of art objects attached to this document as appendix A.

12. Installation

The courier must have the opportunity to supervise the hanging and the installation of the art objects. In this case, unpacking is not to take place until the borrower is ready to install the art



objects in their final position. Upon arrival, the art object should be climatized in the crate for 24 hours before unpacking. The mounting of the work to the wall should be as appropriate, never nailed. Likewise, at the end of the exhibition period, the courier must have the opportunity to supervise the deinstallation and packaging of the art objects. A conservator should always be present for the condition check of the objects upon arrival and departure. See also transportation, section 10 above.

13. Photography

The art objects may not be photographed without the prior written permission of the Gothenburg Museum of Art except for the purpose of condition reports or general installation views. Photographs suitable for publicity or publications may be obtained from the Gothenburg Museum of Art subject to the normal billing charges and regulations of the Gothenburg Museum of Art. Requests for permission to make educational film strips or slide sets will be handled on an individual basis.

Please contact Eva Nygårds when ordering photographic material.
Eva Nygårds, Curator, Tel: +46 31-368 35 03
E-mail: eva.nygards@kultur.goteborg.se

For documentation purposes, the Gothenburg Museum of Art requires two catalogues from the exhibition.

14. Inspection

Gothenburg Museum of Art or a representative of the Gothenburg Museum of Art has a the right to examine the art objects at anytime and at any place during the loan period.

15. Hindrance in the use of art objects

Gothenburg Museum of Art is not responsible for any hindrances in the use of the art objects, which may occur due to any regulation in statute or a decision by an authority or for any other reason. It is thus the responsibility of the borrower to ensure that all requirements in statutes and by authorities or otherwise are met.

16. No lender liability

Gothenburg Museum of Art will not be liable to borrower, any successive borrower (all successive borrowings are subject to the prior written consent of the Gothenburg Museum of Art) or any other person, whether in contract, tort or otherwise and however arising, for any unavailability, cost, loss (consequential or otherwise), liability, damage or delay of or to or in connection with the art objects or the loan and irrespective of whether such occurrences arise from any act or omission or the active or passive negligence of the Gothenburg Museum of Art or its agents, couriers, curators or other representatives, excepting only the Gothenburg Museum of Art's or such representatives' gross negligence or wilful misconduct.