Scope
As arranged, the Borrower will be responsible for and fund the packing and collection of the loan objects from Skagens Museum (hereinafter the Lender) at the commencement of the loan period, transporting the loan objects to and from the exhibition venue, unpacking them, and packing them at the end of the loan period.

Liability and insurance
The Borrower shall be fully liable for the loan objects from the time of checking them out until they have been returned to the Lender (‘nail to nail’ principle). Asking a third party to effectuate transportation, oversee, or insure the loan objects will not exempt the Borrower, wholly or in part, from their responsibilities towards the Lender. The Borrower will indemnify the Lender for all claims resulting from copyright law arising from the Borrower’s use of the loan object in accordance with this Loan Agreement.

Skagens Museum will solely determine the insurance sum for each individual loan object. The Borrower will, for the full loan period and for the sums stated, undertake to insure the loan objects with an insurance company approved by the Lender against all loss or damage, seizure, and any risks associated with transportation and exhibition. Skagens Museum reserves the right to increase the insurance sum for the loan objects in the event of material changes in market prices.

The Borrower will ensure that the insurance company accepts the value stated by the Lender to be the true value of the works and shall not therefore, under any circumstances, assert a claim that the works be underinsured. Likewise, the Borrower shall ensure that the insurance company will waive any recourse from the Lender or anyone else acting on their behalf when performing this Agreement. The Borrower will inform the insurance company that any repair or conservation will exclusively be carried out by the Lender or to the Lender’s specifications, and that any out-of-pocket expenses will be recompensed under the insurance agreement at the applicable market price. This also applies if the work is carried out by the Lender’s permanent conservators. The Borrower remains liable to the owner for any damage to the works, be this a reduction in value and the consequences of irreversible damage.

The Borrower will ensure that the insurance agreement expressly contains the following museum clause: ’Irrespective of the character and degree of any damage and the sum of damages due, the title to the loan objects will remain with Skagens Museum.’

Work loans from Skagens Museum will be effectuated only upon presentation of documentation of insurance cover. The Borrower will ensure that the Lender is in receipt of a copy of the insurance agreement no later than one month prior to the work leaving Skagens Museum.

Transportation

The transporter plus all transportation arrangements will be subject to approval by Skagens Museum.

<u>Transportation by road</u>
Must be conducted in a lorry with air-suspension and an insulated and climate-controlled trailer (applies to both temperature and relative air humidity) and fitted with alarms in both the cab and the trailer.

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The lorry must be manned by two experienced drivers and be monitored by GPS. Access to the trailer will solely be through doors in the back of the trailer. These doors must be insulated and fitted with alarms and a mechanical locking system separate from that of the cab. The lorry must have a hydraulic loading ramp to provide extra closure – using the ramp as the only form of trailer closure is unacceptable.

Transportation by air
The freight shall be fully supervised at the cargo centre by a company approved by the Lender.

The works should be accompanied to the airplane and supervised during loading by a specialised fine-art supervisor.

The crates shall be placed in an upright position during handling and for the duration of the transport, furthermore, be placed lengthwise in the airplane and fixated. On arrival at the destination airport, the same safety measures for off-loading and handling in the cargo centre must be observed as for loading. Priority handling at all times in airports to minimise airport transit times.

The Borrower must ensure that the crates containing the loan objects will not be opened during transport. Screening for air transport must be conducted during packing of the artworks at the Borrower's facilities.

Transportation by ferry
For transportation by ferry lasting more than three to four hours, the lorry's climate-control system must be kept working via the ferry's electrical system.

Courier
If judged necessary, the Lender may demand that the loan object be accompanied by a courier from Skagens Museum. The transport should be without lengthy interruptions and overnight stays and should, as far as possible, be planned to avoid unnecessary weekend overnight stays connected to unpacking and checking-in the works. Should it prove impossible to plan the transportation accordingly, a transportation plan shall be forwarded for approval by Skagens Museum.

The Borrower shall ensure suitable overnight stay facilities for the courier (single room with bath and toilet plus breakfast). On return of the courier, the Lender will invoice the Borrower for the courier's subsistence allowance. Skagens Museum uses the subsistence allowance rates stipulated by the Danish state.

Packing and unpacking
Special requirements stipulated by the Lender regarding transportation, packing and unpacking must be carefully observed by the Borrower.

Packing the loan objects shall be done by professional staff instructed in the principles of handling art. Packing shall take place in the same building and under similar climatic conditions as those in the room where the works were shown. The works must be packed in Tyvek and clear plastic and placed in matching climate transport crates that have been opened and stored in the packing area for at least twelve hours.

Transport crates must be stored between eighteen and twenty-four hours in the exhibition area prior to the crates being opened and the works unpacked. The crate(s) and, if possible, the packing materials must be kept for outgoing shipment and the loan object(s) must be repacked using the

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same methods and materials. Crate(s) and packing materials must be stored in a secure and indoor storage area.

Whenever works are packed and unpacked, a condition report must be completed by a professional conservator.

Custody and exhibition
Special requirements stipulated by the Lender regarding storage and exhibition must be carefully observed by the Borrower.

- Gallery-space security shall, as a minimum, meet the requirements in F&P security level RC3.
- Skagens Museum is affiliated to the Bizot Group guidelines. Basically, a stable relative humidity (RH) is required in the interval between 40–60% with deviations of max. ±10% within a twenty-four-hour period. The temperature must be stable between 16°C and 25°C, and frequent fluctuations must be avoided.
- Sensitive works may require specific and strict RH requirements depending on material, condition, and historical background. A suitable climate for such works will be assessed by Skagens Museum Conservation Workshop and communicated to the Borrower, if relevant.
- Light intensity must never exceed 200 lux for paintings and 50 lux for drawings, pastels, and photographs. Outside museum hours, the lighting in the gallery spaces must be limited as much as possible.
- The Borrower shall not conserve the loan objects, replace frames, or remount the works without prior agreement with the Lender.
- Paintings, drawings, and similar loan objects whose gross measurements are below 75 x 75 cm must be further secured, either by fixing them to a wall, to a panel, or by mechanical/electronic monitoring (object security).
- There must be a security distance of min. 50 cm in front of the object on show.
- Showcases, podiums, and painted walls must be sufficiently dry and hardened before the works are placed on them.
- Food and drink are prohibited in spaces where the works are shown.

Costs
The Borrower undertakes to cover any costs connected to this Loan Agreement. Costs and formalities resulting from cross-border transportation of the art works are borne and completed by the Borrower. Expenses for essential conservation and the hourly rate payable to the conservator for the completion of condition reports at the commencement and end of the loan period is covered by the Borrower.

Contract period
In addition to the terms and conditions set out in this Agreement, the Borrower undertakes to comply with and honour the agreements made between Lender and Borrower in any other written and spoken communication, whatsoever. Furthermore, the Borrower will meet any changes requested by the Lender relative to the loan prior to the commencement of the contract period.

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The loan and exhibition period may be extended subject to prior agreement with the Lender. During the contract period, the Lender may recall the work at the Borrower's expense, if the Borrower defaults on the Loan Agreement. The Lender shall be exempt from performing the Loan Agreement on the grounds of force majeure, including but not limited to, accidents, war, civil disobedience, and similar.

Damage
The Lender must be informed of any damage or visible changes to the loaned objects without delay. If the Lender deems it necessary to inspect the damage, the Borrower will cover the related costs. The Lender reserves the right to call in conservators to inspect any damage at the Borrower's expense.

Lending to third parties
The Borrower will not lend the loan objects to any third party without specific agreement.

Credits
The Lender must be credited as follows:

Skagens Museum

Information showing the artist's name, work title, and date and the fact that the work is the property of Skagens Museum must be clearly indicated wherever the work is shown and reproduced, i.e. on name tags, in catalogues, educational materials, books, and in all other printed materials relative to the exhibition.

The Borrower will send two exhibition catalogues to Skagens Museum.

Photographs
Photographs may be taken by visitors without using flash.

Reproduction and rights
The Borrower will include pictures of the loan objects in catalogues, on posters, and similar in such a way that the author's unique *droit moral* is fully respected. Reproductions to be used in supporting materials must be agreed with Skagens Museum in advance. Photography and reproduction of the museum's loan objects for the purpose of supporting materials such as postcards, posters, calendars, etc. as well as books, journals, or similar will only be permitted following prior written agreement from the Lender.

Interpretation
This Agreement is subject to Danish law. Any dispute as to the interpretation hereof should, if possible, be resolved amicably by the Borrower and Lender or, failing that, be settled by the district court in the Lender's local area.

Miscellaneous
Any deviation from this Loan Agreement must be agreed in writing.

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