

23500335

INNER LIFE Loan Agreement

Lending organization ['Lending organization']	
	MATHIEU LE SOURD
Borrowing organization ['Borrower'],	
	K 13 – Košické kultúrne centrá Kukučínova 2 040 01 Košice 1 Slovakia
Exhibition:	
	INNER LIFE
Venue(s) / Date(s)	
	Venue: Kunsthalle Dates: 28/06/23 – 10/09/23
Loaned Work	
Work(s) requested for loan	
	INNER LIFE
Artist, Title, Date,	
	MATHIEU LE SOURD, INNER LIFE, JULY 2022
Full Component Inventory:	
	1 computer server MAGNUS ONE ZOTAC VALUE (1900 Euros) 4 lidar sensor Hokuyo (Value 1700 EUros X 4 + 6800 Euros) 1 sound card Scarlett 2i2 Value 200 Euros) 1 keyboard (value 60 Euros) 1 mouse (value 60 Euros)
Insurance Valuation	
The insurance valuation is based on a distinction between value of art and value of equipment or components lent.	
Types of insurance:	
Insurance for non-replaceable:	
	N/A
Insurance for replaceable:	

GENERAL CONDITIONS

Borrower agrees to the conditions described in this loan agreement ('Loan Agreement').

Where Lending company approves the travel of loans to more than one venue, Borrower will bear responsibility for Loaned Work throughout the entire period of the loan. Borrower must ensure that all participating institutions are advised of and meet the conditions stated in the Loan Agreement and any additional conditions or requirements provided to Borrower in writing.

Borrower must request any change in the schedule, venue(s) or other conditions of the Loan Agreement in advance and in writing.

If granted, approval by Lending organization will be confirmed in writing. Loaned Work must be placed on display; no work can be stored, even temporarily, without Lending Institution's approval.

Care, Handling and Installation of Loaned Works

Borrower must install work as per installation instructions provided by Lending Company. This mode of installation may not be altered in any way whatever except with Lending Organization prior written permission. Authorised variations to installation should be recorded and documentation (diagrams, photo documentation, etc) must be provided by Borrower to Lending organization.

At all times, Borrower will take care to prevent loss or damage to Loaned Work. Loaned Work shall remain in the condition in which it is received. It shall not be conserved, cleaned, repaired, retouched, framed, unframed or removed from mats, mounts or bases, rewired, duplicated, migrated to a new medium or altered in any way whatever except with Lending Company's prior written permission.

Hanging hardware, brackets, cables and plugs may not be replaced or removed, and Loaned Work may not be subjected to technical examination of any type, unless Borrower has obtained Lending Organizations prior written permission.

Condition Reports

Lending Institution will send a condition report with Loaned Work. The condition report must be annotated by Borrower (and a Lending Institution representative, if present) upon receipt and inspection of Loaned Work and prior to Loaned Work's repacking. Borrower must immediately notify Lending Institution of any changes in condition noted prior to repacking or upon unpacking at a venue. Borrower shall include the condition report with Loaned Work when it is returned to Lending Institution or forwarded to the next venue. The procedure for condition reporting noted in this provision shall be repeated by Borrower at each venue.

Facilities and Security

Borrower will maintain constant and adequate protection of Loaned Work from the hazards of fire, theft, exposure to extreme or deteriorating light, extremes of temperature and relative humidity, insects, dirt, handling by unauthorised or inexperienced persons, or touching by the public. Borrower will maintain constant and adequate protection of Loaned Work from the hazards of fire, theft, exposure to extreme or deteriorating light, extremes of temperature and relative humidity, insects,

dirt, handling by unauthorised or inexperienced persons, or touching by the public. While on view Loaned Work must be visible to a guard at all times. Fire detection/prevention, temperature/humidity control, and security systems must operate on a 24-hour-per day, 7-day-per week basis.

No Loaned Work shall be permitted to come into direct contact with or close proximity to heating, cooling, humidification, or ventilation outlets. Smoking, eating and drinking are strictly forbidden in galleries, storage or receiving/holding areas where Loaned Work is located.

Shipping and Transportation

Borrower must consult with and obtain advance approval from Lending Institution before finalising any transport arrangements.

All packing, transportation and customs formalities arranged by Borrower, including movements of Loaned Work between venues, must be approved by Lending Organization at least four weeks in advance of shipping. Lending Organization reserves the right to require Borrower to accompany and supervise the loan at all installations, de-installations and between venues. Any temporary storage between venues is not permitted without specific advance consent.

Packing, Unpacking and Handling

Only qualified members (such qualified staff might include trained art handlers, specialist audio visual technicians, conservators, etc.) of Borrower's staff may unpack, repack and handle Loaned Work. Borrower will retain the original crating and packing materials and will repack Loaned Work with the same materials and in the same way that Loaned Work was received.

Damage, Loss, Theft

In the event that Loaned Work or the associated equipment fails, is damaged, lost or stolen, or changes in condition in any way, whether in transit or while on exhibition, Borrower must immediately notify Lending Organization by phone, followed by a written report of the circumstances, including photographs. All packing materials, etc. must be saved for Lending Organisations review. In the event of an emergency, Borrower must take all steps to prevent any additional damage to Loaned Work. No repairs or conservation work shall be made of Loaned Work without Lending Organization's prior written consent.

Rights, Reproductions, Catalogues and Credit Lines

Photographs of Loaned Work for catalogue purposes and normal publicity must be obtained from Lending Organization. Borrower may not use the photographs to create products, commercial goods or for any other purpose unless it obtains Lending Company's prior written permission.

Information about Loaned Work for use on wall labels, in catalogues, for publicity and any other purpose must conform to the full credit line as furnished by Lending Organization. Complimentary copies of any catalogue, brochure or checklist should be sent to Lending Organization.

All Photographic rights must be acknowledged with the correct accreditation provided by the Lending Organization.

Recall

Lending Organization reserves the right to recall the loan if the conditions are not met.

Final provisions

Any changes or amendments of this contract shall be made in written form only, mutually agreed and signed by both contracting parties.

If any of the provisions of this contract are invalid, such invalidity does not affect the entire contract; rather only the specific provisions are affected.

Legal matters not defined herein shall be governed by the Slovak law and are subject to the appropriate provisions of the Act No. 513/1991 Coll. Commercial Code as amended and other generally binding legal regulations of the Slovak Republic.

AGREED TO AND ACCEPTED:

Please sign and return to Lending Institution.

Borrower

K 13 – Košické kultúrne centrá

Mgr. Ing. Martin Dani, acting director_____

Date: _____

Lending Organisation

By, Name: ___Mathieu Le Sourd_____

Title: _____Digital Artist_____

Date: ___28.06.2023_____