

Mu. ZEE

Collecties van de Vlaamse Gemeenschap en de Stad Oostende
Romestraat 11 - 8400 Oostende - België
Tel. 059/50.80.18 Fax. 059/80.56.26
E-mail registrarsoffice@muzee.be
Website <http://www.muzee.be>

LOANS TO TEMPORARY EXHIBITIONS

GENERAL CONDITIONS

1. General :

- 1.1. Borrowers shall conform to the guidelines of the International Council of Museums (ICOM) in their treatment of items on loan.
- 1.2. For every loan application that is approved a fixed fee of € 250 will be charged per file handled, regardless of the other costs associated with the loan. This fixed charge is intended to cover the costs of the administrative procedure. The charge is payable before the artworks leave the museum and should be made to the Mu.ZEE income account number with the mention "Loan + organisation/institution". The borrower receives an invoice from the billing department for this in due course.
- 1.3. Loan requests must be submitted to Mu.ZEE at least 4 months prior to the opening of the planned exhibition and should be addressed to the General Director, Ms. Dominique Savelkoul. Later changes to a loan request will not or only exceptionally be taken into consideration. If a second file is opened the administration fee will be charged again.
- 1.4. Borrowers will not under any circumstances be allowed to use the artworks entrusted to them for any other purpose than the exhibition mentioned in the request.

2. Insurance :

- 2.1. Borrowers shall ensure that artworks are insured at their own expense for the value and in the currency demanded by Mu.ZEE. The insurance policy shall be concluded to cover artworks "from nail to nail", i.e. from the moment an artwork is removed from its usual place in the museum to the moment that it is put back in its original place: during the outward and return journeys, for the duration of the exhibition and during possible temporary storage before or after the exhibition.

- 2.2. The lender should be informed in advance of the choice of insurance company and is entitled to reject this choice or to suggest an insurance company himself.
- 2.3. The borrower is obliged to provide the lender with a copy of the policy **at least 8 days** before the departure of the artworks from Mu.ZEE. Failing this the artworks will not be allowed to leave the museum.
- 2.4. The borrower is obliged to give immediate notice of any damage that may occur to the works entrusted to him, whatever the cause, and to pay for it. In the event of damage the management of Mu.ZEE or an expert appointed by it will establish the damage and assess it. The borrower is entitled to obtain a counter-expertise.

3. Transport :

- 3.1. Transport of the artworks should be carried out by a specialised firm chosen in consultation with Mu.ZEE. Transport and packaging during the outward and return journeys are at the expense of the borrower. The fabrication of special packaging (e.g. frames, passe-partouts, plexiglas protection, etc) is for the borrower's account too. The lender is free to choose the method of transport (truck - train - airplane). For the outward journey packing will be carried out by the lender or under his directions, by the firm designated by him as competent. Packing for the return journey should be carried out in an identical fashion to that as the outward journey.
- 3.2. The borrower should confirm that the works will not under any circumstances be unpacked during the journey and that the customs inspection will only take place on arrival.
- 3.3. Collection of the artworks may take place at the earliest two weeks before the start of the exhibition and they must be returned at a maximum of two weeks after it closes, after telephone contact with the curator concerned.
- 3.4. Mu.ZEE reserves the right to impose extra conditions for transport, including specially-made climate-sensitive transport crates, as well as the provision of a courier to supervise the artworks during transport and unpacking. The travel, accommodation and insurance cost of the member of staff accompanying the artworks shall be at the expense of the borrower. A minimum of 75 euros per day shall be provided for each day from the day of departure up to and including the day of arrival back in Ostend.

4. Conservation and exhibition conditions for the works on loan:

The borrower shall take the necessary security measures against theft, fire and damage into consideration and be vigilant that both the exhibition rooms and the premises where the works are stored before and after the exhibition meet the necessary climatological safety standards (humidity level = 55%, ± 5 ; temperature = 19° C, ± 1). He/she shall ensure that the artworks are not exhibited in places where they are exposed to drafts, to currents of air from the heating or air conditioning installations, sunlight - even briefly - nor to any direct ray from a source of heat or light. Drawings may not be exposed directly to natural light, nor to a natural or artificial source of light exceeding 50 lux. In certain cases the lender may impose additional conditions on the borrower for the protection of the artwork by making it obligatory to exhibit the work in a showcase or by the implementation of other security measures (see possible special clause under point 6).

- 4.1. It is strictly forbidden for the borrower to proceed with any type of treatment of the works (cleaning, restoration, varnishing, re-canvassing, retouching, taking samples, etc.). It is likewise forbidden to take a work out of its frame (see possible special clause).
- 4.2. If the borrower determines that works need to undergo some treatment or other, on account of their state, he/she is obliged to inform the management of Mu.ZEE of this immediately, in writing, and to wait for written approval from the management of Mu.ZEE.
- 4.3. The management of Mu.ZEE or a person appointed by it reserve the right at all times to check the condition of the works and the conditions at the exhibition and, if necessary, to proceed with the necessary restoration. The borrower cannot make any valid objection to this investigation or postpone or prevent the treatment.

5. Miscellaneous :

- 5.1. The artworks may not be photographed or filmed without prior permission. If necessary a slide or black and white photo may under certain conditions be made available.

Requests for digital images, black and white photos and/or ektachromes must be sent separately - mentioning the address of the exhibition, the title, the date and the inventory number of the artwork - to:

**Art in Flanders, Mr. Bart De Sitter, Abrahamstraat 13, 9000 Ghent, Belgium
(E: bart.desitter@meemoo.be)**

- 5.2. The borrower agrees to send three copies of the publication(s) accompanying the exhibition, including, as the case may be, one copy in another language (preferably French or English) to Mu.ZEE free of charge. In addition, two invitation cards, two permanent entry cards and two posters will be made over to Mu.ZEE by way of documentation.
- 5.3. The borrower shall indicate the name of the lender in the exhibition and in the publications as follows:

in consultation with the coordinator, depending on artwork and collection

- 5.4. Any request for an extension of the agreed loan period should be submitted to the lender three weeks in advance, with a motivation for the request. If the lender agrees to the extension, all the clauses of this contract shall continue to apply for the duration of this new period. A letter confirming additional insurance must be in the possession of the lender 8 days before the extension starts.
- 5.5. Failure by the borrower to respect the terms and conditions imposed may result in the nullity or immediate termination of the loan in question. The artworks will then not be made available or, as the case may be, will have to be returned immediately with all costs payable by the borrower.
- 5.6. Only a court of law shall have jurisdiction in any disputes concerning the loan in question.

6. Special clause :