

43/2019

**CONTRACT ON LOAN OF COLLECTION OBJECTS No. 4 / 2019**  
(hereinafter referred to as the "Contract")

Contracting Parties:

**Lender:** Šarišská galéria v Prešove (Šariš Gallery in Prešov)  
**Registered office:** Hlavná 51, 080 01 Prešov  
**Statutory representative:** PhDr. Rudolf Dupkala PhD., Director  
**Bank:** Štátna pokladnica (The Treasury)  
**IBAN:**  
**ID No.:** 377 812 86  
**Contact details:** 051/7725423, [sg.po@centrum.sk](mailto:sg.po@centrum.sk), [dokument.sgpo@gmail.com](mailto:dokument.sgpo@gmail.com)  
**Employee authorised to act in the matters of contract implementation:** Mgr. A. Derfiňáková  
**Position:** authorised person, Depository Manager  
**Incorporation:**  
  
**Founder:** Prešov Self-Governing Region, 08001 Prešov  
(hereinafter referred to as the "Lender" or "Contracting Party")

and

**Borrower:** Janus Pannonius Múzeum  
**Registered office:** Széchenyi tér 9, 7621 Pécs, Hungary  
**Statutory representative:** Dr. Boldizsár Csornay, Director  
**ID No.:** 15330262-2-02  
**Tax ID No.:** 15330262-2-02  
**Bank:** Magyar Államkincstár (Hungarian State Treasury)  
**Account number:**  
**Contact details:** tel. +36 72 514 040, [jpm@jpm.hu](mailto:jpm@jpm.hu)

(hereinafter referred to as the "Borrower" or "Contracting Party")  
under Section 659 et seq. of the Civil Code enter into the following Contract on Loan of Collection Objects:

**Article I**

**Subject of the Contract**

1. The Lender lends to the Borrower free of charge 6 pcs of collection objects (works), specified in more details in Annex No. 1 – List of Collection Objects (works) which forms an integral part of this Contract (hereinafter referred to as the "Subject of Loan").
2. The Subject of Loan is the property of the Prešov Self-Governing Region which has entrusted Šarišská galéria v Prešove with the custody of the Subject of Loan and this property relationship shall remain preserved also throughout the term of this Contract.

**Article II**

**Purpose of Loan**

1. The Subject of Loan – collection objects (works) - is loaned for the purpose of exhibition titled: "Years of Disarray 1908 – 1928, Art of the Avant-Garde in Central Europe" which will take place at: JPM Modern Hungarian Gallery, Papnövelde u. 5, 7621 Pécs, Hungary from 29 November 2019 until 31 March 2020  
exhibition organizer: JPM Modern Hungarian Gallery  
curatorial concept: The exhibition Years of Disarray is a contribution of Museum of Art, Olomouc, to the European Year of Cultural Heritage and, at the same time, a reminder of the



milestone year 1918 in the modern history of Europe, indicating the end of WW I., the disintegration of the Austro-Hungarian Monarchy, and the formation of the successor nations. The exhibition attempts to capture the dramatic twenty-year period, in which the modern and avant-garde art developed in Central Europe from 1908 to 1928. Namely it focuses on the tense atmosphere in the art centres of the former Austria-Hungary before the Great War and on the development of art in the first decade of building the newly established states. Consisting of twelve thematic units, it follows the transformation of the contemporary art thought from the hanging picture, sculpture, drawing and graphics to typographic design, film scripts and experiments in photography, journals and almanacs.

Twelve thematic foci of the exhibition connect artists from different parts of the former Austria-Hungary and the successor states such as were Czechoslovakia, Hungary, Poland, the Kingdom of Serbs, Croats and Slovenians, regardless of their group identity or direction, their origin and citizenship.

The exhibition is an international project and thus meets the professional specialisation of the Museum of Art, Olomouc, and its focus on Central European modern art. It will continue in reprises to be held in Poland, Slovakia and Hungary, and also in a comprehensive monograph co-edited with Arbor vitae publishers.

2. The change of the purpose of loan is inadmissible.

### Article III

#### Handover, Acceptance, Transport, Insurance of the Subject of Loan

1. The Lender shall hand over the Subject of Loan to the Borrower free of any damage and fit for temporary use for the purpose agreed herein.

2. Handover and acceptance of the Subject of Loan shall be acknowledged by the Contracting Parties by the report drawn up at the moment of handover and acceptance of the collection objects (works) – the form is included in Annex No. 2 hereof.

**3. The Lender and Borrower have agreed on the method of transport of the Subject of Loan. Packing and transport from GMB Bratislava (Slovakia) to JPM Modern Hungarian Gallery Pécs (Hungary), from JPM Modern Hungarian Gallery Pécs (Hungary) after closing of the exhibition to Šarišská galéria v Prešove (Slovakia) shall be provided for by JPM Modern Hungarian Gallery Pécs by using its own motor vehicle that meets all transport-related requirements.**

4. The Contracting Parties have agreed that any costs associated with transport, customs clearance and insurance of the Subject of Loan, including the costs of representatives of the Lender accompanying the Subject of Loan during its transport, if the Lender considers it necessary, – shall be fully borne by the Borrower.

5. The Contracting Parties have agreed that the Borrower shall take out and maintain the insurance of the Subject of Loan throughout the term of this Contract and during the transport to the destination and back at its own expense against all risks, including natural disasters and violence of any type with the insurer designated or accepted by the Lender. When taking out the insurance policy, the Borrower shall derive from the insured sums specified by the Lender in Annex No. 1 hereof and shall take out the insurance policy so that the Lender is the only beneficiary. **The Borrower shall submit the insurance policy to the Lender prior to acceptance of the Subject of Loan.**

6. The packing and transport of the Subject of Loan shall be arranged by the Contracting Parties only after the Borrower submits to the Lender the insurance policy regarding insurance of the Subject of Loan as agreed.

### Article IV

#### Loan Period and Termination of Loan



1. The Contracting Parties have agreed on the loan period: from 10 November 2019 to 17 April 2020
2. The Borrower shall return the Subject of Loan no later than on the last day of the loan period.
3. The Lender may withdraw from the Contract and demand returning of the Subject of Loan also before the end of the agreed loan period in case of serious grounds.

The serious grounds include in particular if:

- the Lender needs the Subject of Loan for its own purposes,
- the Borrower uses the Subject of Loan in conflict with the purpose agreed herein,
- the Borrower puts at risk or neglects the care of the Subject of Loan,
- the Borrower gives the Subject of Loan to third persons,
- the Borrower is in breach of any obligation arising from this Contract.

The withdrawal from this Contract shall take effect upon delivery of the written notice of withdrawal to the Borrower.

4. If the Lender withdraws from the Contract and demands early returning of the Subject of Loan, the costs of early transport of the Subject of Loan and its returning to the Lender as well as other costs associated therewith shall be borne by the Borrower.

5. In case that the exhibition is extended for the purpose for which this Contract is concluded, the Borrower may request the Lender in writing to make an amendment hereto in order to amend the loan period. The Borrower shall send the request for making an amendment hereto to the Lender no later than three weeks prior to the originally scheduled end of the exhibition. Following the request, the Lender has the right, but not the obligation, to amend the loan period.

Should the Contracting Parties agree on amending the loan period, the Borrower shall, prior to making the amendment hereto and at its own expense, extend the insurance policy by the respective period and submit the amended insurance policy to the Lender one week before the end of the original loan period at the latest.

## Article V

### Other Terms and Conditions of Loan

1. The Borrower shall ensure protection and care for the Subject of Loan in compliance with Act No. 115/1998 Coll. on Museums and Galleries and on Protection of Objects of Museum and Gallery Value as amended and Implementing Decree No. 342/1998 Coll. on Professional Custody of Museum Collection Objects and Gallery Collection Objects as amended.

2. Without the prior written consent of the Lender the Borrower may not dispose of the Subject of Loan in any manner whatsoever, relocate, sublease or lend the Subject of Loan to any other persons.

3. The Borrower shall ensure the protection and security of the Subject of Loan during the entire loan period, i.e. in particular the daily supervision, night protection, secure mounting of exhibits; compliance with the climatic conditions for installation of the works, i.e. at the premises where the works will be placed or exhibited the ambient temperature may not exceed 15 - 20 °C and humidity 55 - 65 %. The art prints and drawings may not be removed from frames and passe-partouts without the Lender's consent.

4. The Borrower shall allow the Lender the access to the Subject of Loan in order to examine the conditions of protection and security of the Subject of Loan (especially: temperature, air humidity, lighting intensity) as well as security equipment. If the Lender finds any shortcomings, it may request that the Borrower ensure the respective equipment and remedy the shortcomings, or withdraw from the Contract and demand that the Subject of Loan be returned.

5. The Borrower shall ensure that the Subject of Loan (collection objects, works) is installed or mounted only by the person authorised by the Lender, or under the supervision of the Lender, unless otherwise agreed by the Contracting Parties.

6. The Borrower may not alter or interfere with the Subject of Loan (collection objects, works) in order to mount the title, e.g. sticking, etc. No restoration work may be carried out with respect to the Subject of Loan. In exceptional cases, the Borrower may provide for cleaning of the works solely by a restorer and only after prior agreement with the Lender.



7. The Lender shall make the slides or photographs of the loaned works for the Borrower for the purpose of reproduction in the exhibition catalogue and for the purpose of promoting the exhibition at the expense of the Borrower, if the Borrower requests for them.
8. The Borrower may publish collection objects (works) or their slides or photographs in a film on TV or for any purpose other than for promotion of the exhibition only with the prior written consent of the Lender.
9. The Borrower may not make any postcards, printed matters, slides and other reproductions of the loaned collection objects (works) and shall ensure that these are not made by any third person.
10. The Borrower shall be liable for compliance with the copyrights.
11. The Borrower shall name (designate) the Lender as the custodian of the collection objects (works) in the catalogue, poster, invitation, reproduced in printed matters, in the list of displayed works and in the labels of the works at the exhibition. The Borrower shall consult with the Lender the description of the loaned works in advance.
12. The Borrower shall give to the Lender, free of charge and without request, at least **2 pcs of catalogue, invitation, poster or other printed matters** that the Borrower is to publish for the purpose of the exhibition within 10 days after these are published.
13. The Borrower shall notify the Lender without undue delay of any change, threat, damage or loss of the Subject of Loan. If there is a threat of damage to the Subject of Loan, the Borrower shall take necessary actions to prevent occurrence of any damage or if such damage has already occurred, to ascertain or clarify the cause of damage, originator and the amount of damage.
14. The Borrower shall be liable for any damage (theft, loss, destruction and other damage) occurred to the Subject of Loan. If the Subject of Loan is damaged or devalued, the Borrower shall return the Subject of Loan to the Lender and also compensate the damage to the Lender to the extent and in the amount defined by the Lender; the compensation of such damage consists of the costs of restoration and the respective loss of value and it shall reach the amount of the defined insured sum at the most. In case of loss, destruction or theft of the Subject of Loan the Borrower shall fully compensate the damage to the Lender.
15. The Borrower shall notify the Lender in writing of any change in the Borrower's business name and registered office (address in case of natural persons).

## **Article VI.**

### **Final Provisions**

1. The Contracting Parties have agreed that any and all costs, expenses and fees associated with formation and implementation of this Contract shall be borne by the Borrower.
2. The Contracting Parties have agreed that any changes of and supplements to this Contract shall be made in the form of written amendments hereto signed by both Contracting Parties. Any notices and communication between the Contracting Parties shall be given in the form of registered letter to the last known address.
3. The Contract comes into force upon its signing by both Contracting Parties under the condition of the consent of the founder – Prešov Self-Governing Region.
4. The rights and obligations not explicitly regulated herein shall be governed by the respective provisions of the Civil Code, Act No. 446/2001 Coll. on Property of Higher Territorial Units, and other applicable regulations in the Slovak Republic.
5. If any provision of this Contract becomes invalid, it shall be without prejudice to the validity of the remaining provisions. If such situation occurs, the Contracting Parties shall agree on the solution that will preserve the context and purpose of the respective provision.
6. The Contract has been executed in 4 counterparts, each having the force of the original, 2 pcs for the Lender and 2 pcs for the Borrower.
7. The signatories of this Contract declare that they are authorised to act on behalf of the Contracting Party and bind the Contracting Party by their signatures. The Contracting Parties declare that they have entered into this Contract freely, seriously, definitely and comprehensibly, their contractual freedom is not limited and IN WITNESS OF their consent to the content of the Contract they have hereunto set their hands.

8. The following annexes form the part of the Contract on Loan of Collection Objects:  
Annex No. 1 – List of Collection Objects (works)  
Annex No. 2 – Report on Handover and Acceptance of Collection Objects (works)

In Prešov on: 25.10.2019

In Pécs on: 25/10/2019

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Lender:  
PhDr. Rudolf Dupkala PhD., MBA  
Director of Šarišská galéria v Prešove

Borrower:  
Dr. Dr. Boldizsár Csornay  
Director of JPM Pécs

#### ANNEX No. 1

List of Works to the Contract on Loan of Collection Objects No. 4 / 2019  
dated 25.10.2019

Ser. No: Author: Title of work, year, technology, material, dimensions, reg. No.: insured price:

- |    |  |       |           |
|----|--|-------|-----------|
| 1. | Eugen Krón: Muž slnka I. (Muži/Ludia), 1927, lithography, paper, 44.5 x 30 cm,<br>framed /64.3 x 47.8 cm/                      | G 920 | €1,100.00 |
| 2. | Eugen Krón: Muž slnka II. (Čin), 1927, lithography, paper, 44.5 x 31.5 cm<br>framed /64 x 49 cm/                               | G 921 | €1,100.00 |
| 3. | Eugen Krón: Muž slnka III. (Rodina), 1927, lithography, paper, 44.5 x 30 cm,<br>framed /64 x 47.8 cm/                          | G 922 | €1,100.00 |
| 4. | Eugen Krón: Muž slnka IV. (Harmónia), 1927, lithography, paper, 44.5 x 29.5 cm<br>framed /64 x 49.8 cm/                        | G 923 | €1,100.00 |
| 5. | Krón, Eugen: Muž slnka IX., 1927, lithography, paper, 45 x 31.5 cm,<br>framed /72 x 52 cm/                                     | G 928 | €1,100.00 |
| 6. | Krón, Eugen: Muž slnka (Tvorivý duch I.), 1925, lithography, paper, 48.8 x 34 cm,<br>with passe-partout 70 x 49.9 cm, unframed | G 443 | €1,100.00 |

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**Total: 6 pcs of works in the total insured price €6,600.00**



ANNEX No. 2

**REPORT ON HANDOVER AND ACCEPTANCE OF COLLECTION OBJECTS (WORKS)**

Under the Contract on Loan of Collection Objects No. 4 / 2019 dated 25.10.2019  
concluded between

**Lender:** Šarišská galéria v Prešove  
Hlavná 51, 080 01 Prešov  
Statutory representative: PhDr. Rudolf Dupkala, PhD., MBA, Director of Šarišská galéria v Prešove

**Borrower:** Janus Pannonius Múzeum  
Széchenyi tér 9, 7621 Pécs, Hungary  
Statutory representative: Dr. Boldizsár Csornay, Director

**Purpose of loan:** Exhibition "Years of Disarray 1908 – 1928, Art of the Avant-Garde in  
Central Europe"

The Lender hands over and the Borrower accepts the collection objects (works) under the List of Collection Objects specified in Annex No. 1 of the Contract on Loan of Collection Objects No. 4 / 2019 in the total number of 6 pcs, of the insured price €6,600.00, in the condition free of damage and fit for use for the agreed purpose. By its signature, the Borrower agrees with the amount of insurance premium for the loaned works.

Handed over on behalf of the Lender: Mgr. A. Derfiňáková, Depository Manager: .....

Accepted on behalf of the Borrower: András Nagy, Head of the Department of Fine and Applied Arts,  
JPM

In Prešov on:

.....  
Stamp and signature of the Lender

.....  
Stamp and signature of the Borrower

**RETURNING OF THE COLLECTION OBJECTS (WORKS):**

The Borrower hands over and the Lender accepts the collection objects (works) under the List of Collection Objects specified in Annex No. 1 of the Contract on Loan of Collection Objects No. 4/2019 in the total number of 6 pcs, in the following condition: .....

Handed over on behalf of the Borrower / name, surname position: ...András Nagy, Head of the Department of Fine and Applied Arts JPM

Accepted by the Depository Manager on behalf of the Lender: .....

Place and date of handover and acceptance: *Prešov 1.4.2020*

.....  
Stamp and signature of the Lender

.....  
Stamp and signature of the Borrower