

# POSODBENA POGODBA | LOAN FOR USE AGREEMENT

ki jo skleneta in dogovorita | concluded and agreed by

## 1. **NARODNA GALERIJA, Puharjeva 9, 1000 Ljubljana, Slovenija**

ki jo zastopa | represented by

(v nadaljevanju: posodnik) | (hereinafter referred to as "Lender")

in | and

## 2.

ki ga (jo) zastopa | represented by

(v nadaljevanju: izposojevalec) | (hereinafter referred to as "Borrower")

### I.

Posodnik bo posodil predmet izposoje oziroma predmete izposoje, v kolikor jih je več in so opisani v posebnem seznamu, ki je sestavni del te pogodbe (v nadaljevanju pogodba uporablja pojem "predmet izposoje" tako za posamičen predmet izposoje, kakor za skupino predmetov izposoje, vsebovanih v seznamu, ki je sestavni del pogodbe) na posodo izposojevalcu za namen in obdobje navedeno spodaj:  
The Lender shall lend the Object of Loan, or Objects of loan if several and described in a special list that forms part of this agreement (hereinafter the term "Object of Loan" refers both to a single Object of Loan and to a group of Objects of loan included in a list that forms part of this agreement), to the borrower for the purpose and period stated below:

## Razstava | Exhibition

Naslov razstave   Title of exhibition
Kraj razstave   Place of exhibition
Razstavni prostori   Premises
Naslov   Address
Trajanje razstave   Duration of exhibition
Trajanje izposoje   Period of loan

## Predmet izposoje | Object of Loan

Avtor   Author
Naslov dela   Title of exhibit
Material in tehnika   Material and technique
Dimenzije   Dimensions
Dimenzije z opremo   Dimensions with mounting
Signatura   Signature
Datum nastanka dela   Date of creation
Inventarna številka   Inventory No.
Pod (plexi) steklom ?   Under (perspex) glass?
Vrednost dela   Value of exhibit
Teža   Weight
* Opis dela   *Description of work

\* Posebej opisati morebitne poškodbe, manjkajoče dele ter priložiti fotografije na katerih je razvidno stanje dela in stanje poškodb.

\* Please describe any damage and/or missing parts, and attach photographs showing the condition of work and the state of damage.

## II.

Izposojevalec se zavezuje poravnati posodniku vsako škodo, ki bi morebiti nastala na predmetu izposoje v času trajanja izposoje navedenem v I. točki te pogodbe.

The Borrower undertakes to indemnify the Lender for any damage that may be incurred on the Object of Loan during the period of loan stated in section I. of this agreement.

Za začetek trajanja izposoje se šteje trenutek, ko je predmet izposoje vzet oziroma premaknjen s svoje normalne pozicije, za konec obdobja izposoje pa se šteje trenutek, ko se predmet izposoje na to mesto vrne.

The loan shall be deemed to have commenced in the moment when the Object of Loan has been removed or moved from its usual location, and to have terminated in the moment when the Object of Loan has been returned to this location.

## III.

Izposojevalec prevzema popolno materialno odgovornost za morebitne poškodbe, uničenje ali izgubo predmeta izposoje ("nail to nail").

The Borrower shall assume full material liability for any damage, destruction or loss of the Object of Loan ("nail to nail").

Izposojevalec bo zavaroval predmet izposoje proti vsakršni škodi in izgubi za celotno obdobje izposoje pri zavarovalnici, ki jo bo odobril posodnik.

The Borrower shall insure the Object of Loan against any damage and loss, for the entire period of loan, with the insurance company approved by the Lender.

Izposojevalec mora zavarovati predmet izposoje, ki je predmet te pogodbe in izdati zavarovalno polico za vrednost izposojenega dela v skupni vrednosti:

The Borrower shall insure the Object of Loan, which is the subject of this agreement, and take out an insurance policy for the value of the Object of Loan totalling:

	EUR
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Vrednost, navedena v prejšnjem odstavku te točke se nanaša na posamičen predmet izposoje, v kolikor gre za en predmet izposoje oziroma na skupno vrednost predmetov izposoje, če je teh več in so opisani v seznamu, ki je sestavni del pogodbe. V tem primeru je v seznamu pri vsakem delu tudi navedena posebej njegova vrednost. V kolikor bi prihajalo pri ocenitvi morebitne škode do različnih stališč, sta stranki sporazumni, da poda oceno vrednosti izvedenec, ki ga imenuje posodnik ter je njegova ocena škode zavezujoča za obe strani. Stroške izvedenca nosi izposojevalec.

The value quoted in the preceding paragraph of this section shall refer to a single Object of Loan if there is only one, and to the total value of Objects of loan if there are several and if they are described in the list that forms part of this agreement. In the latter case, the list shall specify the value of each particular item. Should opinions divide on the assessment of any damage incurred, both parties agree that assessment shall be made by an expert designated by the Lender and that the assessment made by the expert is binding upon both parties. The costs of the hire of the assessor shall be borne by the Borrower.

Izposojevalec se zavezuje zavarovati predmet izposoje in sicer pred samo izposojjo, zavarovanje pa se zagotavlja po sistemu "nail to nail".

The Borrower undertakes to insure the Object of Loan before borrowing it; the insurance shall be made under "nail to nail" terms.

Izposojevalec soglaša, da se predmet izposoje zavaruje pri zavarovalnici, ki jo predlaga posodnik:

The Borrower agrees that the Object of Loan shall be insured with the insurance company proposed by the Lender:

DA | YES NE | NO

Izposojevalec predlaga , da se predmet izposoje zavaruje pri zavarovalnici:  
The Borrower proposes that the Object of Loan be insured with the following insurance company:

Posodnik soglaša z zavarovalnico, predlagano s strani izposojevalca:  
The Lender agrees with the choice of the insurance company proposed by the Borrower:

DA | YES NE | NO

#### IV.

Izposojevalec bo organiziral prevoz in kril transportne stroške za prevoz predmeta izposoje od njegovega običajnega mesta do mesta, na katerem se bo nahajal v obdobju izposoje ter nazaj, pri čemer bo za pravilno in strokovno pakiranje ter prevoz najel profesionalnega prevoznika, specializiranega za prevoz umetniških del.

The Borrower shall provide transportation and pay the costs of transportation of the Object of Loan from its usual location to and from the location where it will be exhibited during the period of loan, and hire a professional transport service specialized in the transportation of works of art, in order to ensure proper and professionally executed packing and transportation.

Posodnik zahteva spremstvo svojega strokovnega delavca:  
The Lender requires that the transport be escorted by a member of its professional staff:

DA | YES NE | NO

Drugi posebni pogoji prevoza:  
Other special terms and conditions of transport:

#### V.

Izposojevalec se zavezuje, da bo s predmetom izposoje ves čas ravnal v skladu z muzejsko varstvenimi zahtevami ter z maksimalno skrbnostjo in pod stalnim nadzorstvom restavratorjev ter izključno s kvalificiranim osebjem, posebej med samim pakiranjem in odpakiranjem ter postavljanjem in podiranjem razstave, kakor tudi med vsakim drugim dejanjem, s katerim bi se objekt izposoje premikal z mesta. Če ni drugače dogovorjeno s to pogodbo, se predmet izposoje pakira ločeno od ostalih predmetov.

The Borrower undertakes to handle the Object of Loan at all times in accordance with security requirements applicable in museums as well as with the utmost care and under constant supervision of custodians, and employing exclusively qualified staff, especially during packing and unpacking, and while mounting and dismounting the exhibition as well as during any other act by means of which the Object of Loan may be moved from its location. The Object of Loan shall be packed separately from other objects, unless otherwise agreed in this agreement.

Izposojeno gradivo ne sme biti razstavljeno v bližini toplotnih teles, zaščiteno mora biti pred direktno sončno in dnevno svetlobo ter pred prepihom. Vzdrževani morata biti primerna temperatura (19 - 21 stopinj Celzija), relativna vlaga in sicer:

The Object of Loan shall not be exhibited in the vicinity of sources of heat, and it shall be protected from direct sunlight and daylight as well as from draught. Appropriate temperature (19-21°C) should be maintained, and relative humidity should be kept at:

za dela na platnu   for works on canvas	55%
za dela na papirju   for works on paper	30% - 40%
za dela na lesu   for works on wood	55% - 60%
za dela v kovini in mavcu   for works in metal and plaster	< 50%

ter ustrezna jakost svetlobe in sicer: | and suitable strength of light:

za dela na platnu, na lesu, v kovini in mavcu for works on canvas, wood, in metal and plaster	< 150 lux
za dela na papirju   for works on paper	50 - 100 lux

Predmet izposoje se sme pakirati in odpakirati izključno s strani strokovnih delavcev posodnika:  
The Object of Loan shall be packed and unpacked exclusively by members of the Lender's professional staff:

DA | YES NE | NO

Predmet izposoje se sme pakirati ali odpakirati izključno v prisotnosti strokovnega delavca posodnika:  
The Object of Loan shall be packed and unpacked exclusively in the presence of a member of the Lender's professional staff:

DA | YES NE | NO

Pri postavljanju in podiranju razstave mora delo nadzorovati strokovni delavec posodnika:  
The mounting and dismounting of the exhibition shall be monitored by a member of the Lender's professional staff:

DA | YES NE | NO

Druge posebne zahteve v zvezi s pakiranjem in odpakiranjem predmeta izposoje:  
Other special requirements concerning the packing and unpacking of the Object of Loan:

## VI.

V primeru morebitne poškodbe morata biti posodnik in zavarovalnica nemudoma obveščena.  
The Lender and the insurance company shall be notified immediately of any damage incurred.

## VII.

Predmet izposoje mora biti v času razstave zavarovan proti kraji, vlom, poplavi in požaru ter vsem morebitnim poškodbam ali uničenju. Zagotovljeno mora biti varovanje v času odprtja razstave in nočno varovanje (video kamere, alarm, varnostniki).

During the exhibition, the Object of Loan shall be insured against theft, burglary, flood and fire as well as against any damage or destruction. Attendance service shall be in place during opening hours and during the night (video cameras, alarm system, security staff).

Prostori, v katerih bo razstavljen predmet izposoje, morajo biti ustrezno zavarovani pred ognjem, vodo, krajo in vlomom. V prostorih, v katerih se bo med razstavo nahajal predmet izposoje, mora biti vzpostavljeno ustrezno tehnično in fizično varovanje, prostori pa morajo biti z direktnimi linijami povezani s policijo in gasilci. Predmet izposoje mora biti med razstavo zavarovan pred morebitnimi dotiki.

The premises where the Object of Loan is to be exhibited shall be properly protected against fire, flood, theft and burglary. The premises housing the Object of Loan during the exhibition shall be provided with adequate technical protection and physical attendance, and connected with the police and the fire brigade via direct links. The Object of Loan shall be protected from being touched by visitors during the exhibition.

Predmet izposoje mora biti med razstavo na stroške izposojevalca razstavljen v razstavni vitrini:  
During the exhibition, the Object of Loan shall be exhibited in a display case at the cost of the Borrower:

DA | YES NE | NO

Predmet izposoje mora biti med razstavo na stroške izposojevalca posebej varovan z dodatno varovalno napravo:  
During the exhibition, the Object of Loan shall be specially protected by an additional security device at the cost of the Borrower:

DA | YES NE | NO

## VIII.

Izposojevalec lahko predmet izposoje, ki se mu začasno posoja in izroča na podlagi te pogodbe, uporablja le za namen razstave:  
The Borrower shall use the Object of Loan that is being lent and handed over to him on the basis of this agreement only for the purpose of the following exhibition:

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Posodnik oziroma njegov strokovni delavec morata imeti v obdobju izposoje dostop do objekta izposoje v vsakem času.  
The Lender or a member of its professional staff shall have access to the Object of Loan at all times during the period of loan.

Izposojevalec ne sme predmeta izposoje premikati s kraja razstave, ki je določen v tej pogodbi, niti ga posojati drugim brez soglasja posodnika.  
The Borrower shall not move the Object of Loan from the location where it is exhibited and which is determined by this agreement, nor lend it to others without the Lender's consent.

## IX.

Posodnik se s to pogodbo zavezuje, da bo na zahtevo izposojevalca priskrbel fotodokument (v klasični ali digitalni tehniki) s posnetkom predmeta izposoje. Izposojevalec ne sme predmeta izposoje fotografirati za namen reprodukcije, razen v kolikor je s to pogodbo drugače določeno.  
The Lender undertakes by this agreement to provide at the Borrower's request a photographic document (in a traditional or digital technique) with a snapshot of the Object of Loan. The Borrower shall not photograph the Object of Loan for the purpose of reproduction, unless agreed otherwise in this agreement.

Nikakršna drugačna raba reprodukcij predmeta izposoje oziroma izročitev fotodokumentov tretjim osebam ni dovoljena, razen, če posodnik v to privoli s posebnim s pisnim dogovorom.  
No other use of the reproductions of the Object of Loan nor any delivery of photographic documents to third parties shall be allowed unless the Lender consents in a special agreement in writing.

Izposojevalec se zavezuje, da bo v času trajanja izposoje poskrbel in preprečil, da bi tretje osebe lahko fotografirale predmet izposoje.  
The borrower undertakes to prevent third parties from photographing the Object of Loan during the period of loan.

V primeru, da posodnik da soglasje za fotografsko reprodukcijo predmeta izposoje je le ta možna pod naslednjimi pogoji, ki jih je potrebno upoštevati v celoti:  
If the Lender consents to a photographic reproduction of the Object of Loan, this shall be made possible on the following conditions, which must be met in their entirety:

- reprodukcija je možna le za izdelavo razstavnega kataloga in za propagandno gradivo v zvezi z razstavo,  
reproduction shall be allowed only for the purpose of producing a catalogue and publicity materials for the exhibition;
- pri reprodukcijah mora biti navedeno:

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in sicer bodisi ob ilustracijah ali v seznamu reprodukcij v razstavnem katalogu,  
reproductions shall be affixed the following caption:

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whether as illustrations or as entries in the list of reproductions in the catalogue of the exhibition;

- izposojevalec mora izročiti posodniku kopijo razstavnega kataloga ter kopijo vseh ostalih publikacij, v katerih je bila uporabljena reprodukcija, kakor tudi kriti stroške, ki so nastali posodniku v zvezi s tem,  
the Borrower shall submit to the Lender a copy of the catalogue of the exhibition and a copy of any other publication where a particular reproduction has been used, and cover the costs incurred by the Lender in this regard;
- za uporabo fotodokumentov, ni potrebno plačati izposojevalcu nobenega denarnega nadomestila,  
the Borrower shall not be required to pay any money for the use of photographic documents;
- s podpisom te pogodbe izposojevalec izrecno potrjuje, da se z navedenimi pogoji reprodukcije strinja.  
by signing this agreement, the Borrower confirms explicitly its consent to the terms and conditions of reproduction.

## X.

Ob predaji in prevzemu predmeta izposoje se ugotovi njegovo stanje, naredi zapisnik ter podpiše potrdilo o prevzemu. Enak postopek se opravi ob vrnitvi.

On delivery of the Object of Loan by the Lender and its acceptance by the Borrower, the condition of the Object of Loan shall be identified, a report shall be written and a receipt shall be signed. The same procedure shall take place when the Object of Loan is returned.

Zapisnik mora podpisati najmanj ena pooblaščen strokovna oseba s strani posodnika in ena s strani izposojevalca.

The report shall be signed by at least one authorized member of the Lender's professional staff and by its counterpart on the part of the Borrower.

Izposojevalec lahko vrne predmet izposoje pred iztekom obdobja izposoje, določenim s to pogodbo, vendar mora o tem nemudoma obvestiti posodnika.

The Borrower may return the Object of Loan before the termination of the period of loan determined by this agreement, of which the Lender shall be informed immediately.

Po koncu razstave mora izposojevalec predmet izposoje vrniti tako hitro, kot je mogoče, najkasneje pa do dne, ki je naveden kot dan izteka obdobja izposoje.

Upon the closing of the exhibition, the Borrower shall return the Object as soon as possible, but at the latest by the date that is determined by this agreement to be the day of the termination of the period of loan.

Izposojevalec mora po končani razstavi, najkasneje pa do datuma, ki je določen kot datum izteka obdobja izposoje, vrniti poleg predmeta izposoje, ki je predmet te pogodbe tudi vse fotografsko gradivo, ki ga je v zvezi s predmetom izposoje in v zvezi z razstavo prevzel pri posodniku.

Upon the closing of the exhibition and at the latest by the date that is determined by this agreement to be the day of the termination of the period of loan, the Borrower shall return, besides the Object of Loan that is the subject of this agreement, all the photographic material that has been received from the Lender in connection with both the Object of Loan and the exhibition.

Posodnik lahko odpove pogodbo in zahteva takojšnjo vrnitev predmeta izposoje, če izposojevalec uporablja predmet izposoje v nasprotju s pogodbo ali če neupravičeno prepusti rabo tretji osebi, oziroma, če predmet izposoje posodnik zaradi nepredvidljivih okoliščin sam nujno potrebuje.

The Lender may terminate the agreement and demand immediate return of the Object of Loan if the Borrower uses the Object of Loan in conflict with the agreement, if the Borrower allows unjustifiably a third party to use the Object of Loan or if the Lender itself urgently needs the Object of Loan by reason of unpredictable circumstances.

## XI.

Predmet izposoje se izroča uokvirjen: | The Object of Loan shall be delivered framed:

DA | YES NE | NO

Predmet izposoje se izroča s podstavkom: | The Object of Loan shall be delivered with a support:

DA | YES NE | NO

Predmet izposoje se izroča v paspartuju: | The Object of Loan shall be delivered in a passe-partout:

DA | YES NE | NO

Izposojevalec se obvezuje, da predmeta izposoje ne bo jemal iz okvirja oziroma s podstavka oz. iz paspartuja, ter da ne bo ničesar lepil na okvir, podstavek ali paspartu, kakor tudi ne na predmet izposoje sam in, da ga brez soglasja posodnika ne bo kakorkoli spreminjal.

The Borrower undertakes that it will not remove the Object of Loan from the framework, support or passe-partout, that it will stick nothing onto the framework, support or passe-partout nor onto the Object of Loan itself, and that it will not alter it in any way without the Lender's consent.

Predmeta izposoje in okvirja oziroma podstavka ravno tako ni dovoljeno čistiti.

The Object of Loan as well as the framework or the support shall not be cleaned.

O kakršnemkoli posegu na predmetu izposoje odloča lahko le posodnik.

No one but the Lender shall decide about any intervention on the Object of Loan.

## XII.

Posodnik bo v obvestilih o razstavi in v katalogu ter v drugih publikacijah imenovan kakor sledi:

In notices of the exhibition, the catalogue and other publications the Lender shall be referred to as follows:

v obvestilih o razstavi   in notices of the exhibition
v katalogih   in catalogues
v ostalih tiskanih publikacijah   in other printed publications



### XIII.

Posodnik bo prejel v skladu s to pogodbo tiskani katalog, seznam razstavljenih del, brošure, vabilo, posterje in ostale publikacije, ki se nanašajo na razstavo, ki je predmet te pogodbe.

In accordance with this agreement, the Lender shall receive a printed catalogue, a list of exhibits, brochures, an invitation, posters and other publications relative to the exhibition that is the subject of this agreement.

### XIV.

Izposojevalec se zavezuje nositi naslednje stroške v zvezi s to pogodbo:

Under the terms of this agreement, the Borrower undertakes to meet the following expenses:

- stroške zavarovanja predmeta izposoje  
the costs of insurance of the Object of Loan;
- transportne stroške prevoza predmeta izposoje  
the costs of transportation of the Object of Loan;
- potne stroške in dnevnice spremljevalca  
travel expenses and the escort's daily allowances;
- vse ostale morebitne stroške, ki bi nastali posodniku v zvezi s to razstavo  
any other costs incurred by the Lender in connection with this exhibition;
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### XV.

Posodnik in izposojevalec se lahko dogovorita o morebitnem podaljšanju trajanja razstave in podaljšanju obdobja izposoje, vendar mora v takem primeru izposojevalec posodnika zaprositi za soglasje vsaj 14 dni pred iztekom razstave.

The Lender and the Borrower may agree any extension of the duration of the exhibition and any extension of the period of loan, but in any such case the Borrower shall request the Lender's consent at least 14 days before the closing of the exhibition.

### XVI.

V zvezi z izvrševanjem te pogodbe pogodbeni stranki imenujeta naslednje kontaktne osebe:

In order to facilitate the implementation of the agreement, the parties to the agreement hereby designate the following contact persons:

Kontaktna oseba posodnika   Contact person of the Lender	
Telefon   Telephone	e-mail   e-mail

Kontaktna oseba izposojevalca   Contact person of the Borrower	
Telefon   Telephone	e-mail   e-mail

XVII.

Za presojo te pogodbe se uporablja slovensko pravo, v dvomu glede prevoda pa listina sestavljena v slovenskem jeziku, oziroma besedilo pogodbe v slovenskem jeziku.

The present agreement shall be governed by Slovene law, whereas in case of doubt the instrument composed in the Slovene language and/or the Slovene wording of the agreement shall prevail.

XVIII.

Morebitne spore iz te pogodbe bosta stranki poskušali reševati na sporazumen način, v kolikor to ne bi bilo možno, določata kot pristojno sodišče stvarno pristojno sodišče v Ljubljani.

The parties shall endeavour to solve by mutual agreement any dispute arising from this agreement. Should this not be possible, any such dispute shall be referred to the court in Ljubljana that has jurisdiction over the subject matter concerned.

IX.

Ta pogodba je sklenjena v dveh izvodih, od katerih vsaka stranka prejme po en izvod.

This agreement has been executed in two counterparts, of which either party receives one copy.

Posodnik:  
Lender:

Izposojevalec:  
Borrower:

Kraj in datum:  
Place and date:

Kraj in datum:  
Place and date:

Podpis:  
Signature:

Podpis:  
Signature:

PRILOGE | ENCLOSURES