

Loan conditions for Kunsten Museum of Modern Art Aalborg

Kunsten Museum of Modern Art Aalborg loans exclusively to museums and institutions which have security measures that comply with our requirements in full and where the required knowledge for the handling of artworks is present. All enquiries regarding loans should be directed to our registrar Lone Olesen + 45 31 99 41 21 / lol@kunsten.dk.

1. Costs

1.1

All costs associated with the loan (insurance, packaging, framing, transport, conservation and courier etc.) will be borne by the borrower.

1.2

In the event of loans of a large number of works or for works requiring special handling or conservation, the borrower will be charged a separate loan fee to cover these costs. Kunsten Museum of Modern Art Aalborg will disclose this prior to entering into the loan agreement. Payment is due within the 30 day invoice period.

2. Insurance

Loaned works will be insured for the sum specified by Kunsten Museum of Modern Art Aalborg against all damage during transportation and during the exhibition period. This insurance applies "from nail to nail" i.e. throughout the loan period and includes all risks.

2.1

The insurance policy must include the museum clause "Regardless of the nature and degree of any damage and the size of the compensation amount for the artwork, the artwork will remain the property of Kunsten Museum of Modern Art Aalborg".

2.2

2.3

The insurance sum for the loaned artwork will be specified by Kunsten Museum of Modern Art Aalborg prior to the loan. The museum reserves the right to increase the insurance sum for the artwork in the event of significant changes to the market price or significant fluctuations in the exchange rate.

2.4

The loan of the artwork from Kunsten Museum of Modern Art Aalborg can only be effected when documentation for the insurance coverage is

available. The insurance policy must therefore be in the hands of the museum by the latest one month prior to the artwork leaving the museum.

- 2.5 The costs associated with any inspection of the artwork at the borrower or during transportation, damaged works and the full conservation/restoration of these will be borne by the borrower.
- 2.6 Kunsten Museum of Modern Art Aalborg is entitled to revoke the loan if the insurance policy is not comprehensive.

3. Transport, packaging and courier escort

- 3.1 At least one month prior to the exhibition opening, the borrower must inform Kunsten Museum of Modern Art Aalborg of when they require the artwork. The borrower will have access to the artwork at the earliest two weeks prior to the opening of the exhibition. Similarly, the work must be returned within two weeks after the close of the exhibition.
- 3.2 Transportation will be planned by the borrower and approved by Kunsten Museum of Modern Art Aalborg. The agreement will be administered by registrar Lone Olesen: lol@kunsten.dk; Tel: +45 31 99 41 21
- 3.3 Works will usually be packed in bubblewrap and tyvek. Transportation crates may be required in connection with loans of works that are particularly delicate. Any special requirements for packing methods or materials will be specified in the loan contract and condition report accompanying the work. Costs of materials and any crates in connection with the transportation of the work will be paid by the borrower.
- 3.4 If Kunsten Museum of Modern Art Aalborg deems it necessary, the museum may demand a courier escort for all transportation and/or checks when packing and unpacking the works.
- 3.5 Courier escort may include accommodation. In this case, all expenses incurred in connection with transportation (including transportation to and from the airport), accommodation, and stay of the courier will be paid by the borrower. The courier's stay at the hotel must include breakfast. The borrower must pay per diem to the courier upon arrival at the museum. The fee is 597 DKK per day.
- 3.6 The courier will monitor the unloading and loading, unpacking and packing and hanging and taking down of the artwork and do a condition check.
- 3.7 The process of unpacking should take place in the exhibition area if possible, but under all circumstances in a climate-controlled and secure area. No other activity other than check-in and installation of works must take place in the packing area/exhibition area when the work is being checked in and installed. Paint must be dry and work materials must be removed. Due to climate and security the doors must be closed. The borrower must ensure secure storage of any transport crates during the exhibition period.

- 3.8** In the event of the loaned works being deposited, there will be additional costs associated with the transportation from the repository to Kunsten Museum of Modern Art Aalborg and back to the repository after the end of the exhibition. This will be agreed between Kunsten Museum of Modern Art Aalborg and the borrower prior to entering into the agreement.

4. Conservation

- 4.1** The borrower is required to fulfill Kunsten Museum of Modern Art Aalborg's requirements regarding conservation in connection with the loan. The costs of conservation will be borne by the borrower and will be agreed between Kunsten Museum of Modern Art Aalborg and the borrower prior to entering into the agreement.
- 4.2** The loaned artworks may not be removed from their frames or other mounts and protective boards on the back of paintings must not be removed. The works may not be subjected to any form of treatment (restoration, repair of damages, etc.) without an agreement with Kunsten Museum of Modern Art Aalborg.
- 4.3** Any damage or any other visible changes to the loaned artworks observed during transportation or exhibition must be reported to Kunsten Museum of Modern Art Aalborg immediately, after which further measures will be arranged.

5. Security and exhibition conditions

- 5.1** It is the duty of the borrower to store and exhibit the loaned artwork in secure surroundings, i.e. the artwork must at a minimum be under 24 hour security during the exhibition period.
- 5.2** For smaller works (under 75 x 75 cm) or particularly valuable/important works, Kunsten Museum of Modern Art Aalborg can require that these are secured individually with electronic object security and/or distance barriers.
- 5.3** The room temperature, air humidity and the location of the artwork in the exhibition space must not cause changes to the condition of the artwork. Artworks must never be placed close the heat sources or cold or strong air currents (radiators, dehumidifiers, ventilation openings) or directly on uninsulated outer walls.
- 5.4** Paintings and sculptures must not be subjected to direct sunlight. Outside opening hours, light must be restricted as much as possible. This means that artificial lighting must be switched off, curtains and blinds must be drawn. Lighting must not exceed 300 lux, and light sources must be equipped with UV filters where necessary.

- 5.5 Delicate works, such as works on paper and photographs may only be exhibited in artificial lighting. Light intensity must not exceed 80 lux, for exhibition of watercolours, max 50 lux. The exhibition space must be darkened outside the exhibition opening hours.
- 5.6 The relative humidity in the space where the artworks are exhibited, must be between 50% and 60%. Humidity must not vary by more than 5% within a 24 hour period.
- 5.7 A storage temperature of between 20-25° should be aimed for. Avoid frequent temperature changes.
- 5.8 For temporary or permanent changes to surroundings or security conditions, the borrower must inform Kunsten Museum of Modern Art Aalborg immediately, after which further measures will be arranged.
- 5.9 If the exhibition venue is not known to Kunsten Museum of Modern Art Aalborg, or other relevant conditions are present, Kunsten Museum of Modern Art Aalborg may request the borrower's facility report in order to effectuate the loan.

6. Reproduction and crediting

- 6.1 Loaned works may not be photographed, filmed or reproduced without prior agreement with Kunsten Museum of Modern Art Aalborg unless these are associated with condition reports, exhibition documentation and press photography.
- 6.2 Reproductions of the loaned work/s for publications and other publications (posters, postcards, etc) must be done via Kunsten Museum of Modern Art Aalborg or with the approval of Kunsten Museum of Modern Art Aalborg, either as a new recording of rental/loan of already existing material. For loan of existing material a fee of 70 EUR will be charged per work.
- 6.3 In connection with reproduction, it is the responsibility of the borrower to obtain approval from the copyright holders, freeing Kunsten Museum of Modern Art Aalborg from any obligations in this regard.
- 6.4 The name of the artist, title of the work and date, and the fact that the work belongs to Kunsten Museum of Modern Art Aalborg as well the name of the photographer must be clearly indicated in connection with the reproduction.

7. Publications and other research results

- 7.1 Kunsten Museum of Modern Art Aalborg must be provided with one copy of the exhibition catalogue immediately after publication as well as any other publications/unpublicised research results.

8. General conditions

- 8.1** Any changes required by the borrower will require written acceptance from Kunsten Museum of Modern Art Aalborg. The museum must be informed of changes to the selection of works or exhibition dates by the latest two months prior to the opening of the exhibition.
- 8.2** Kunsten Museum of Modern Art Aalborg acknowledges that a loan can be cancelled for well-founded reasons but reserves the right to require the borrower to cover any expenses related to the loan if it is cancelled less than two months prior to the date of the exhibition opening. If the loan is cancelled less than two months prior to the date of the exhibition opening then a fee of 400 EUR will be required per cancelled work. An invoice will be issued to the borrower and must be settled within the invoicing period of 30 days.
- 8.3** The borrower is responsible for the loan during the period of the loan, i.e. from the point that the work leaves Kunsten Museum of Modern Art Aalborg until its return ("from nail to nail"). The borrower has full responsibility to ensure that the loan conditions and the loan agreement are maintained throughout the loan period including when the borrower has asked the third party to insure, transport or supervise the loan.
- 8.4** Kunsten Museum of Modern Art Aalborg reserves the right to recall the loan at any point in the loan period if the borrower violates any of the abovementioned conditions.
- 8.5** If a special agreement is reached (as indicated in the remarks and/or in the loan agreement), which varies from the general loan conditions, the special agreement will take precedence over the general conditions.
- 8.6** These loan conditions and this agreement are subject to Danish law. Any dispute arising from the loan conditions and loan agreement and which cannot be resolved by negotiation, must be settled in accordance with Danish law.

On entering into the loan agreement, one copy of the conditions will be provided to Kunsten Museum of Modern Art Aalborg and one signed copy will be provided to the borrower.