

LENDING AGREEMENT

Concerning copies of exhibits from the collections of the State Museum Auschwitz –
Birkenau in Oświęcim

Executed and signed in accordance with the attached Lending Conditions

By and between:

Name of the Lender: **State Museum Auschwitz – Birkenau in Oświęcim**

Address: **32-603 Oświęcim, ul. Więźniów Oświęcimia 20, Poland**

Entry in the register: **Register of cultural institutions of the Minister of Culture
and National Heritage under no. RNIK 22/92**

Represented by: **Doctor Piotr M.A. Cywiński – Director
and Małgorzata Mentelska – Chief Accountant**

and

Name of the Borrower:

Address:

Entry in the register:

Represented by:

**The object hereof is the lending of copies of exhibits, hereinafter referred to as the
Objects.**

§ 1. Exhibitin

Title:

Place of display:

§ 2. Object (objects) lending period

Dates:

§ 3. Lent objects:

.....
.....

§ 4. Costs

The Borrower shall pay the costs of transport of the borrower objects from the seat of the Lender to the place where the objects are to be displayed (§ 1) and back from the place where the objects are displayed to the seat of the Lender.

§ 5. Lending conditions

Are set forth in Attachment no. 1 hereto

§ 6. Collection and the return address

State Museum Auschwitz – Birkenau in Oświęcim
ul. Więźniów Oświęcimia 20
32-603 Oświęcim, Poland

§ 7. Contact persons:

Lender:

Name and surname: Elżbieta Brzózka – Head of the Collection Department
Telephone: 33 8448017
Fax: 33 8431863

Borrower:

Name and surname:
Telephone:
Fax:

§ 8. Withdrawal and termination

1. The Lender may withdraw from the Lending Agreement or terminate the provisions of a certain part hereof, with immediate effect, by a written statement sent to the Borrower when the Borrower does not fulfill its obligations hereunder.
2. In the event of any negligence all and any rights of the Borrower hereunder cease and expire forthwith. The Borrower shall immediately transfer the borrowed objects to the location appointed by the Lender. The Lender may recover from the Borrower all and any eligible costs including the court fees and expenses.
3. Both the Borrower and the Lender may terminate this Agreement by a 14-day notice of termination.

§ 9. Court jurisdiction

1. Issues not regulated herein shall be governed by the provisions of the Civil Code.
2. Under the clause of nullity any changes and amendments hereof shall be in writing.
3. All and any disputes or disagreements arising between the Lender and the Borrower in connection herewith shall be settled in the course of negotiations. Should the negotiations fail, the parties shall refer the arising or the possible disputed concerning property for settlement by a court having jurisdiction over the place where the Lender has its registered office.
4. This Agreement is made in 3 identical copies, one copy for the Borrower and two copies for the Lender.

Borrower:

Date: _____

Lender:

State Museum Auschwitz – Birkenau
in Oświęcim

Doctor Piotr M.A. Cywiński, Director

Małgorzata Mentelska, Chief Accountant

Date: _____

Attachment no. 1

Lending Conditions

§ 1 General Conditions

section 1. The Lender lends the copies of the exhibits listed in the Lending Agreement. The lent Objects may only be used for the purpose in during the period specified in the Lending Agreement. The lent Objects have to be returned to the Lender without any delay and without any special request. Should the Borrower violate any provisions of the Agreement, the Lender may withdraw from the Agreement and summon the Borrower to return the Objects on its own expense and it may also demand damages.

section 2. The Borrower has to pay all costs of lending. It has no right to make the borrowed Objects available to any third parties. It may not copy the Objects or renovate them without obtaining a prior written consent from the Lender. It undertakes to display or store the Objects with due care and concern for their safety.

section 3. The Lender and the Borrower undertake to treat as confidential all and any agreements between themselves, or with any third party, concerning this Lending Agreement.

§ 2 Costs

section 1. The costs related to the lent Objects agreed by the Lender and the Borrower shall be paid by the Borrower:

- cost of transportation

section 2. Neither of the parties hereto has the right to incur any financial or other liabilities on behalf of the other party without a prior agreement.

§ 3 Liability

section 1. The lent Objects shall be protected against all and any risks in the event of the actual loss or damage, for any reason whatsoever, during the transportation to their destination and on the way back, as well as on location – in the Museum or in the temporary place of storage.

section 2. In the event of a complete loss, the equivalent of the estimated value of the loss as on the date of concluding the Agreement, namely the amount of zloty (net) has to be paid. This agreed value shall by no means be questioned or disputed. In the event of damage, the cost of renovation, as well as the diminished value of the Object shall be estimated by the Lender.

section 3. The evaluation of the lent Objects is carried out by the Lender in consultation with the Borrower.

section 4. The Lender has to be immediately informed of any instances of loss or damage. The damage has to be registered in the form of a report concerning the condition of the Object which should be sent to the Lender within 3 days along with the attached photographs. The Borrower pays the necessary costs of inspection carried out by the employees of the Lender.

section 5. The Borrower shall guarantee the proper protection of the borrowed Objects. The Objects should be preserved in the condition in which they are received and the Borrower should show its best possible care and concern with these Objects.

section 3. The Borrower has no right to interfere with and change the condition of the Objects in any way without a prior written consent of the Lender.

§ 4 Packing and transportation

section 1. The transportation of the lent Objects to and from their destination has to take place on the Borrower's cost and responsibility.

section 2. Moving, packing, unpacking and transportation have to be performed with due diligence and concern with the condition of the lent Objects.

Borrower:

Date: _____

Lender:

State Museum Auschwitz – Birkenau in
Oświęcim

Doctor Piotr M.A. Cywiński, Director

Małgorzata Mentelska, Chief Accountant

Date: _____