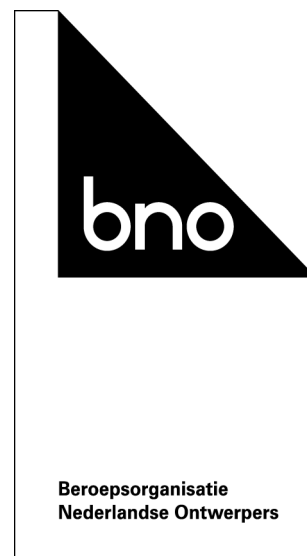


Specimen Loan-for-Use Agreement



This specimen may be used for exhibitions, photo shoots and other events whereby a design is temporarily made available to another party. If a sales instruction is also given, the Consignment Agreement may be used, which can also be found on BNO's website.

The undersigned:

1. Designer / illustrator

Name:
Address:
Town:
Telephone number:
E-mail and website:
referred to below as the 'Designer'

and

2. Organisation

Name:
Address:
Town:
Telephone number:
E-mail and website:

WHEREAS:

- the organisation has requested the Designer to lend one or more designs (referred to below as the 'Work') to the organisation;
- the Designer is willing to do so; and
- the parties wish to enter into this Loan-for-Use Agreement on the following conditions;

HEREBY AGREE AS FOLLOWS:

(*delete as appropriate):

1 Loan for Use

- 1.1 The Work will be lent to the organisation for the [presentation/retrospective/photo shoot/other]*.
- 1.2 The loan period will run from until
- 1.3 Costs [are/are not] due for the loan. Those costs are € excl. VAT [per day/week/month/loan period].
- 1.4 The Work is described in more detail in the Loan-for-Use List (Appendix A) attached to this Agreement and signed by both parties.
- 1.5 The Loan-for-Use List states the title, materials, dimensions and an estimate of the value for each object.
- 1.6 Title to the Work will remain vested in the Designer. All the copyrights and any other intellectual property rights in the Work will also remain vested in the Designer.

1.7 The organisation has the right to make visual material of the Work and to use it for promotion and publicity purposes regarding the event for which the Work has been made available on loan. The organisation will ensure that the designer's name is each time stated, insofar as possible. If the organisation wishes to make use of the Work, additional agreements must be made.

OR

1.7 *The organisation may not make or publish visual material of the work without the designer's permission.*

2 Damage and insurance

2.1 The Designer will deliver the Work in perfect condition and on the following conditions:

.....
.....

2.2 After the Designer has delivered the Work, it will be inspected by the Designer and the organisation jointly. If the Designer is not present upon delivery, the organisation will perform the inspection and will report any damage to the Designer in writing within 24 hours. Any damage will be recorded on both parties' Loan-for-Use Lists.

2.3 As from the inspection referred to in the preceding paragraph until the moment the Designer takes back the Work, the Work will be entirely for the organisation's account and risk and the organisation must adequately insure the Work against damage, theft or loss. The organisation must insure each Work for an amount equal to the entire sales price, excluding VAT, as recorded in the Loan-for-Use List.

OR

2.3 *The Designer himself or herself remains responsible for the Work and must, if desired, himself or herself take out insurance against damage, theft and loss.*

2.4 The organisation must handle the Work given on loan with due care and must observe any instructions and guidelines given by the Designer with regard to the Work and the use made of it.

2.5 The organisation is not liable for any damage to the Work resulting from hidden or structural defects or for any damage that is demonstrably due to the Designer.

3 Packaging and transport

3.1 The responsibility for and the costs of packaging and transport of the Work are arranged as follows:

Transport to the organisation:

- packaging: [organisation/Designer]*
- transport [organisation/Designer]*
- transport insurance [organisation/Designer/not applicable]*

Return transport:

- packaging [organisation/Designer]*
- transport [organisation/Designer]*
- transport insurance [organisation/Designer/not applicable]*

3.2 Transport will be arranged by [the Designer/PostNL/a transporter, in]*.

3.3 The Work must be returned by [date] at the latest.

4 Termination of the loan for use

4.1 Both of the parties may prematurely terminate this Agreement in writing subject to a notice period of at least 30 days. If the term of this Agreement is less than 30 days, the notice period is one week.

4.2 This Agreement is deemed to have been dissolved (*ontbonden*) by operation of law, without any judicial intervention being required, if the organisation is declared bankrupt or applies for a suspension of payments, if the natural personal that owns the organisation dies, or if the legal entity that owns the organisation is wound up.

5 Other provisions

5.1 This Agreement is governed by Dutch law.

5.2 The competent court in the district in which the Designer has his or her registered office, or the court that has jurisdiction by law, at the Designer's option, has jurisdiction to hear and decide on any disputes between the Designer and the organisation.

Agreed and drawn up in duplicate originals:

in on

.....
Designer Organisation

Duplicate copies of this Agreement and of the Loan-for-Use List will be signed by both parties. Each of the parties will keep a copy signed by both parties.

Although this specimen has been drafted with the utmost care, BNO accepts no responsibility for harm or loss of any kind whatsoever that might arise from any defect in the terms of this specimen or from its use.

APPENDIX A: LOAN-FOR-USE LIST

| No. | Title/description | Number | Value per item (€) excl. VAT | Value in total (€) excl. VAT |
|--------------------------|-------------------|--------|---------------------------------|---------------------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |
| 14. | | | | |
| 15. | | | | |
| Total (excl. VAT) | | | | |
| VAT | | | | |

Instructions and guidelines concerning the use:

.....

Notes concerning any damage upon delivery to the organisation:

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.....
 Designer Organisation

Notes concerning any damage upon return delivery:

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.....
 Designer Organisation