

**LENDING-FOR-USE / LEASE AGREEMENT
CONCERNING A WORK / WORKS OF ART No.**

entered into in Wrocław, on by and between:

E. Geppert Academy of Art and Design, Pl. Polski 3/4, 50-156 Wrocław, tax identification number NIP: 896-00-07-502

represented by:

..... - Rector of the Academy of Art and Design,

hereinafter referred to as the Borrower / Lessee

and

.....
.....
.....

represented by:

..... - the Owner / Holder, hereinafter referred to as the Lender / Lessor

§ 1

The subject of this Agreement is gratuitous/ non-gratuitous* lending for use of the work/s of art specified in the enclosures hereto constituting an integral part of this Agreement for the needs of an exhibition organized by the Borrower.

1. Place of reception of the work/s of art:
2. Place and duration of the exhibition:
3. Lease duration:.....
4. Amount of rent (if applicable).....

§ 2

1. The period of the lending for use / lease shall commence on and end on, on which date the work/s of art should be returned to the Lender / Lessor.
2. In justified cases the Lender / Lessor may demand that the work/s of art be returned earlier.
3. Any changes in the dates of the collection or return of the work/s of art shall be agreed upon with the Borrower / Lessee with an advance of at least one month and they shall be made in the form of a written annex, otherwise any such changes shall be null and void.

§ 3

1. The collection and return of the work/s of art constituting the subject of this Agreement shall take place in the registered office of the Borrower / Lessee or in another agreed upon place, on the basis of a hand-over report, on a date agreed upon by the parties with an advance of at least one week.
2. The hand-over report shall constitute an integral part of this Agreement.
3. The Borrower / Lessee shall have full / limited* responsibility for the leased work/s of art from the time of its/their release by the Lender / Lessor to the time of its/their return in accordance with the principles specified in § 5 items 1-3.
4. The Borrower / Lessee shall be obliged to return the borrowed / leased work/s of art to the Lender / Lessor in an undamaged condition.
5. The Borrower / Lessee shall use the work/s of art constituting the subject of this Agreement exclusively for the purpose specified in § 1 of this Agreement.

§ 4

1. The borrowed / leased work/s of art may not be subject to any preservation work, cleaning, removal from frames, collection of samples for analysis, etc. without the prior written consent of the Lender / Lessor.
2. The value of the work/s of art has been determined on the basis of the following:
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§ 5

1. The Borrower / Lessee declares that all of the borrowed / leased works of art shall be insured / shall not be insured[‡] against any damage or destruction up to the value mentioned in the hand-over report.
2. The parties have agreed that any claims related to any damage to the borrowed / leased work/s of art shall be referred to the Borrower's / Lessee's insurer.
3. The Borrower / Lessee shall cover the costs of storage and proper maintenance of the borrowed / leased work/s of art.
4. In the event of any damage to the work/s of art, the Borrower / Lessee shall be obliged to immediately notify the Lender / Lessor thereof.

§ 6

1. The Borrower / Lessee may publish, film and photograph the borrowed / leased work/s of art for the purpose of promoting the exhibition. This right shall be effective in the territory of the Republic of Poland for the period of
2. The Borrower / Lessee shall be obliged to include information concerning the owner of the work/s of art in all subtitles, labels, publications and other materials.

§ 7

1. Only people who hold relevant permits (licences) or those who hold the author's economic rights to the borrowed / leased work/s of art shall be entitled to lend for use / lease the work/s of art to the Academy of Art and Design. The risk of any third parties' claims for damages regarding the infringement of copyrights by way of any unlawful lending for use / lease of the work/s of art shall be borne exclusively by the Lender / Lessor.
2. In the event of any third parties' claims against the Academy of Art and Design regarding the lending for use / lease of the work/s of art, the Lender/Lessor shall immediately join the Academy of Art and Design in any potential lawsuit, shall reimburse the Academy of Art and Design for any expenses related to such a lawsuit, and in the event of any court verdict unfavourable for the

[‡]delete as appropriate

Academy of Art and Design or any concluded settlement, shall reimburse the Academy of Art and Design for all incurred losses.

§ 8

1. Any changes to this Agreement shall be made in writing, or otherwise they shall be null and void.
2. Any disputes resulting from the performance of this Agreement shall be settled by a court of law territorially competent for the registered office of the Academy of Art and Design.
3. To all matters not settled in this Agreement the relevant regulations of the Polish law, in particular those of the Civil Code, shall apply.
4. This Agreement has been drawn up in two counterparts, one counterpart for either Party.

Lender/Lessor

Borrower/Lessee