

Contract of loan for use

The following people and legal entities, namely:

[name and address of borrower and, where appropriate, on whose behalf the borrower is acting and in what capacity], hereinafter referred to as the “borrower” on the one hand;

and

Amsterdam City Council, represented in this matter - under the authority of the Mayor of Amsterdam – by Drs M.L. Engelhard, Director of the Amsterdam City Archives, established at Vijzelstraat 32, 1017 HL Amsterdam, entitled to enter into this contract by virtue of the *General Mandate Decision* of 28 May 2002 (no. AB 2002/5681), hereinafter referred to as “Amsterdam City Archives” on the other hand;

have agreed as follows:

Article 1. Loan for use

Amsterdam City Archives lends the items and/or archive documents, as specified in appendix 1 to this contract, for use to the borrower gratis, which the borrower accepts.

Article 2. Term

1. The loan for use is entered into for the following term:
 - a. Loan for use start date: ...
 - b. Loan for use end date: ...
2. If the borrower wants to extend the term of the loan for use as specified in the first paragraph, the borrower must submit a written request to this effect to Amsterdam City Archives in good time but no later than 4 weeks before the end date as specified in paragraph 1 under b.
3. If this request is granted, a supplementary ‘contract of extension of loan for use’ will have to be prepared before the extension can begin.

Article 3. Purpose

AZ [registration number]

1. The loan for use is entered into for the purpose of presenting the items and/or archive documents, as specified in appendix 1 to this contract, at the exhibition [name of exhibition, exhibition start date and end date].
2. a. [The presentation/the custody and the reference] [is/are] at the following location:
Building's name: ...
Building's address: ...
Town/city: ...
Building's telephone number: ...
b. The contact person at this location is:
Name: ...
Telephone number: ...
E-mail: ...
3. The borrower undertakes not to change the location referred to in paragraph 2 under a unless Amsterdam City Archives gives its written permission.
4. If one or more of the items and/or archive documents, as specified in appendix 1 to this contract, are not exhibited, the borrower must notify Amsterdam City Archives immediately. In consultation with Amsterdam City Archives the items and/or archive documents concerned will be returned to Amsterdam City Archives by the borrower possibly before the end date of the loan for use as specified in this contract in article 2, paragraph 1 under b.
5. The borrower undertakes not to transfer or hand over the items and/or archive documents, as specified in appendix 1 to this contract, to third parties.

Article 4. Use

1. The items and/or archive documents, as specified in appendix 1 to this contract, must be exhibited in the condition in which Amsterdam City Archives provides them to the borrower.
2. Amsterdam City Archives will charge the borrower € 125,- for each item and/or archive document in loan.
3. If restoration and/or preservation work is needed in order to exhibit the items and/or archive documents being lent for use, as specified in appendix 1 to this contract, and if this work is not necessary for proper and efficient stewardship of these items and/or archive documents by Amsterdam City Archives, the costs for this work will be charged to the borrower.
4. The conditions in which the items and/or archive documents, as specified in appendix 1 to this contract, are exhibited by the borrower must meet the following requirements:
 - the relative humidity of the air to which the items and/or archive documents are exposed may not be greater than 55% and not less than 40%,
 - the temperature to which the items and/or archive documents are exposed may not be less than 18°C and not greater than 21°C,
 - the light intensity to which the items and/or archive documents are exposed may not be greater than 50 lux per item or archive document,

- the ultraviolet radiation to which the items and/or archive documents are exposed may not be greater than 75 microwatts per lumen,
 - the items and/or archive documents must be protected from the effects of harmful substances, vermin and moulds.
5. Amsterdam City Archives and/or people authorized by Amsterdam City Archives for the purpose are entitled at any time to inspect the items and/or archive documents, as specified in appendix 1 to this contract, and to see to it that these items and/or archive documents are being looked after and presented by the borrower properly.
 6. The borrower is not permitted to reproduce the items and/or archive documents, as specified in appendix 1 to this contract, unless this contract stipulates otherwise.
 7. The borrower must state the name of Amsterdam City Archives as *Amsterdam City Archives* in all information intended for the public, such as in catalogues or on text boards.
 8. The borrower undertakes to send Amsterdam City Archives one copy of the exhibition catalogue free of charge. The person specified in article 10 of this contract acts as contact person on behalf of Amsterdam City Archives in this regard to this obligation.
 9. If the items and/or archive documents, as specified in appendix 1 to this contract, are not used by the borrower for the purpose for which Amsterdam City Archives lent them for use, as specified in article 4 of this contract, or if they are used in any other way not in accordance with the stipulations of this contract, Amsterdam City Archives reserves the right to demand that the borrower returns these items and/or archive documents immediately and irrevocably.

Article 5. Issue, receipt and collection

1. The issue of the items and/or archive documents, as specified in appendix 1 to this contract, by Amsterdam City Archives takes place on the loan for use start date as specified in article 2 of this contract, paragraph 1 under a.
2. If the condition of one or more items and/or archive documents, as specified in appendix 1 to this contract, does not permit transport or a stay elsewhere than in Amsterdam City Archives, Amsterdam City Archives may refuse to issue it or them, even after this contract has been entered into.
3. The collection of the items and/or archive documents, as specified in appendix 1 to this contract, from the borrower by Amsterdam City Archives takes place on the loan for use end date as specified in article 2 of this contract, paragraph 1 under b, unless this end date has been changed because of an extension, in which case the collection takes place on the end date as specified in the 'contract of extension of loan for use' drawn up for the purpose.
4. When the items and/or archive documents, as specified in appendix 1 to this contract, are collected by Amsterdam City Archives from the borrower, the items and/or archive documents must be in the same condition as they were in when they were issued by Amsterdam City Archives to the borrower.

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5. When the items and/or archive documents, as specified in appendix 1 to this contract, are issued and collected both parties sign in duplicate for receipt or issue.

Article 6. Transport

1. The transport of the items and/or archive documents, as specified in appendix 1 to this contract, during both the outward and return journeys is in a vehicle and/or by air and under the responsibility of the borrower.
2. Amsterdam City Archives states how the items and/or archive documents, as specified in appendix 1 to this contract, are to be packed and the transport conditions relating to them to and from the borrower.
3. When they are returned the items and/or archive documents, as specified in appendix 1 to this contract, must be packed in the same way as they were when issued by Amsterdam City Archives to the borrower.
4. Any costs arising out of the transport of the items and/or archive documents, as specified in appendix 1 to this contract, will be borne by the borrower.
5. Amsterdam City Archives reserves the right in special cases to supervise the transport of the items and/or archive documents, as specified in appendix 1 to this contract, at the expense of the borrower.

Article 7. Insurance

1. The items and/or archive documents, as specified in appendix 1 to this contract, must be insured for the monetary value stated by Amsterdam City Archives, as specified in appendix 1 to this contract, by nail-to-nail insurance taken out and paid for by the borrower that is valid during the outward and return journeys and during the term of the loan for use as specified in article 2, paragraph 1.
2. If a supplementary 'contract of extension of loan for use' has been drawn up and agreed, the term of the loan for use referred to in the first paragraph is extended until the loan for use end date as specified in the 'contract of extension of loan for use'.
3. The borrower must take out and pay for 'all-risk' insurance of the items and/or archive documents, as specified in appendix 1 to this contract, from the moment that the items and/or archive documents are removed from their place in Amsterdam City Archives up to and including the moment that they are back in their place in Amsterdam City Archives or a place designated by Amsterdam City Archives.

Article 8. Security, loss and damage

1. The borrower undertakes to take all measures in accordance with article 6.2 of the *Museum Professional Standards* of the Netherlands Museums Association to protect the items and/or archive documents, as specified in appendix 1 to this contract, against fire, burglary, theft, loss and damage.

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2. The borrower must notify Amsterdam City Archives immediately in the event of the loss or damage of one or more of the items and/or archive documents, as specified in appendix 1 to this contract.
3. In some cases a condition report has to be prepared before the items and/or archive documents are handed over to the borrower. This report must be signed by both parties.
4. The costs of repairing defects and/or damage to the items and/or archive documents, as specified in appendix 1 to this contract, other than those caused by the ravages of time, will be borne by the borrower.
5. If Amsterdam City Archives and the borrower cannot agree about the magnitude of the costs, an independent third party is asked, with the agreement of both Amsterdam City Archives and the borrower, to prepare a cost estimate at the expense of the borrower that is binding on both parties.
6. The loan for use or compliance with the stipulations referred to above or any other stipulations specified in this contract cannot create any rights to restitution or compensation for the borrower in respect of loss or damage that has already or has yet to be sustained, irrespective of the cause of the loss or damage.

Article 9. Contract term

1. This contract is entered into for the term as specified in article 2, paragraph 1 of this contract.
2. If the said loan for use end date, as specified in article 2 of this contract, paragraph 1 under b has been changed because of an extension, the end date as specified in the 'contract of extension of loan for use' is also applicable to this contract.
3. Both the borrower and Amsterdam City Archives declare that they realize that, by signing this contract, they are only entering into a 'preliminary contract' because the loan for use start date, as specified in article 2, paragraph 1 under a, is the date on which the actual contract of loan for use is definitively entered into by the handing over of the items and/or archive documents, as specified in appendix 1 to this contract, by Amsterdam City Archives to the borrower.
4. Irrespective of the stipulations of this contract, Amsterdam City Archives may demand the immediate and irrevocable return by the borrower of all items and/or archive documents associated with the loan for use, as specified in appendix 1 to this contract, at any time and without stating reasons.

Article 10. Contact people

1. The following person is the contact person on behalf of Amsterdam City Archives with regard to the current contract:
Name: M. Manuputty
Telephone number: +31 (0)6 30131990
E-mail: mmanuputty@stadsarchief.amsterdam.nl
Postal address: Amsterdam City Archives

AZ [registration number]

P.O. Box 51140
1007 EC Amsterdam
Netherlands

2. The following person is the contact person on behalf of the borrower with regard to the current contract:

Name: ...

Telephone number: ...

E-mail: ...

Postal address: ...

Article 11. Applicable law, settling disputes

1. This agreement is governed by and interpreted in accordance with the law of the Netherlands.
2. In the event of a dispute about the execution of this contract, the parties will try to resolve it through amicable consultation.
3. If the parties are not successful in this, they will submit the dispute to a mediator.
4. If mediation does not produce a solution or if one of the parties does not acquiesce in or implement the decision of the mediator, either party submits the dispute to the civil court in the district of Amsterdam.

Thus agreed upon and drawn up in duplicate in

Place:

Amsterdam, - -

Date: - -

.....

[Name of borrower / possibly name of representative]

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Drs M.L. Engelhard,
Director of Amsterdam City Archives