

# Milavida

#### THE LOAN AGREEMENT

This Loan Agreement complies with national and international standards of ethics including the ICOM Code of Ethics and the UNESCO Convention on the Means of Prohibiting and Preventing Illicit Import, Export und Transfer of Cultural Property.

It is made and entered into on the attached Loan Conditions by Project partners:

Lender: LLC Fashion Museum

Grēcinieku iela 24-1 Rīga, LV-1050

Latvia

Tel. +371 200 33 450

fashionmuseumriga@gmail.com

Borrower: Tampere Historical Museums

Alaverstaanraitti 5 33101 Tampere, Finland

Purpose of the Loan: Temporary exhibition Muodin huipulla (Masterpieces of Fashion) at Museum

Milavida located at Milavidanrinne 8, 33210 Tampere.

Place of the exhibition: Museum Milavida

Milavidanrinne 8 33210 Tampere

Finland

Period of the exhibition: 12.4.2024-22.3.2025

Period of the loan: The objects listed in Attachment 1 will be loaned by the Lender to the Borrower

March 21, 2024 and returned to Fashion Museum in Riga by March 31, 2025.

The period of the loan is 21.3.2024-31.3.2025.

Loan of the objects: The Lender will lend to the Borrower the objects as listed in the attachment to

the present agreement for the exhibition. The Borrower shall use the objects only for the above-mentioned exhibition. Minor changes are possible after signing the agreement, but they have to be agreed in writing (for example by e-

mail) and insured separately.

**Exhibition fee:** Exhibition fee is 20.300 €. The fee includes the loaning of the objects and all

relevant texts, help in curating, dressing, collecting and packing. The Borrower will cover Lender's accommodation (two persons) in Tampere during the

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installation of the exhibition. The Borrower will cover all the other costs concerning the exhibition.

Payment Schedule:

The first installment

10.000 € within 30.11.2023

The second installment

10.300 € within 31.4.2024

Bank account:

Name SIA Modes muzejs Account Citadele Banka

IBAN LV40PARX0017236630001

Loans and value of insurances:

Attachment 1: List of objects with insurance values.

Transportation:

Transportation of the objects to Finland and back is carried out by the Borrower.

Responsibilities:

The Borrower will be responsible for the transport of the objects between Fashion Museum Riga and Museum Milavida both ways. The Borrower will assume the responsibility of the safe keeping of the objects while in its premises.

Insurance:

On the date that Borrower takes possession of the objects until the objects are returned to Lender, Borrower shall maintain in force on the objects an insurance policy (on nail-to-nail basis) covering the value of the objects listed in the Attachment 1

**Liability for Damage:** 

Borrower agrees that if the Objects are returned to Lender in need of repair, Borrower shall pay to Lender the actual cost of such repair. Should the Objects be damaged beyond reasonable repair, changed without permission, lost or not returned by Borrower, the latter shall pay those part of the valuation (without allowance for depreciation or obsolescence) not covered by the insurance immediately to the Lender.

Force Majeure:

If the loan described in this agreement encounters force majeure, the primary effort will be to find a new date for the exhibition. If a suitable time is not found in the negotiations, the lender is obliged to return the exhibition fee to the borrower.

"Force Majeure Event" means any circumstance not within a party's reasonable control including without limitation: (a) acts of God, flood, drought, earthquake, or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination; (e) any law or action taken by a government or public authority, including without limitation, imposing an import or export restriction, quota or prohibition or failing to grant a necessary licence or consent; and/or (f) collapse of buildings, fire, explosion or accident.

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## **Special requirements:**

The transportation:

The Borrower takes care of the conditions during transportation. The objects are transported to Tampere with the van of the historical museums.

## Care of objects and installation:

Installation must be handled by qualified professionals supervised by the Lender's staff and trained for action in emergencies. The Borrower shall secure constant and adequate protection of the loans. The objects should be maintained in the condition in which they were received, and the Borrower is to take the best possible care of the objects.

De-installation can be handled by Borrower's qualified professionals.

The Borrower may not make any changes to the condition of the property on loan without written consent from the Lender.

The Lender shall prepare a condition report which is to accompany the object and which upon arrival of the objects must be completed by the Borrower. Should the Lender not be able to provide a condition report the Borrower will prepare such a report when unpacking the loans on his premises. If any changes in the condition of the loans be noted the Lender must be contacted without delay.

### Photos for media

The Borrower may take photographs of the items and use them for promoting of the exhibition both printed and on-line media and production of educational material during the exhibition only. All commercial rights are excluded and need a separate agreement.

The Lender will deliver press photos latest on 15<sup>th</sup> of November 2023 for promoting of the exhibition.

### The criteria for exhibition conditions:

## Safety, temperature and humidity

- Exhibition conditions should be steady.
- No direct sunlight, no lights should be on when the exhibition is closed
- No metallic supports or plates near the objects.
- If there are visible changes, object shall be immediately removed from the exhibition.
- Gloves shall be used when handling the objects.

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## Taking photographs

- Taking photographs in the exhibition is allowed for the public without flash only.

Contact persons:

Natalia Muzychkina, museum director tafanata@gmail.com

+ 371 20457345

Museum Milavida Katri Pyysalo, curator katri.pyysalo@tampere.fi +358 40 801 6018

Governing law and dispute resolution:

The present Agreement is governed by the Finnish Law. All disputes arising out of or in connection with the present Agreement shall be subject to the exclusive

jurisdiction of the Court of Tampere, Finland.

**Code of Ethics:** 

The Compliance with the Code of ethics adopted by the Borrower shall constitute a mandatory condition for the execution of the present Agreement. The Lender, by signing the present Agreement, undertakes to be aware of the code of ethics.

**Borrowing institution:** Lender: Date: Date: 24.11.2003 24, 11, 8223 Borrower's signature: Lender's signature:

Natalia Muzychkina Museum Director LLC Fashion Museum Marjo-Riitta Saloniemi, Museum director

**Tampere Historical Museums** 

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