

The Federal Republic of Germany

- represented by the Federal Ministry for Family Affairs, Senior Citizens, Women and Youth,
53107 Bonn

– the Lender –

and

- represented by

– the Borrower –

agree under the reference number, 314-6040/001*01, to the following

Loan Agreement:

§ 1

Object of the Agreement

- (1) The Lender undertakes to place the touring exhibition "What's old anyway?" in <exhibition location> at the disposal of the Borrower.

The touring exhibition consists of the following exhibition pieces:

- Seven double sided 100cm x 200cm roll ups, including packaging/transport bags
- Four single sided 100cm x 200cm roll ups, including packaging/transport bags
- One pole flag (76cm x 182cm banner) with base plate

- (2) The Lender guarantees that no restrictions on disposal have been imposed upon him/her by third parties with respect to the present Agreement.

§ 2

Additional implementing clauses

- (1) The exhibition shall be loaned to the Borrower free of charge. The Lender shall bear the cost of transport for delivery and return. The Borrower has to bear the costs for transport within the country.
- (2) The Borrower shall designate to the Lender at least one contact person who is entitled to arrange organisational details and is authorised to take delivery of the exhibition pieces at the location.
- (3) The Borrower shall verify, immediately upon receipt, the completeness and correct functioning of the exhibition pieces and notify the Lender of any defects or damage, by telephone and in writing, or by email without delay. The Borrower shall ensure the safe handling and compliance with safety regulations for the duration of the exhibition.

§ 3

Liability

- (1) The Borrower shall be liable for damage caused by the loss of or damage to the exhibition, in all of its parts, that occur during the exhibition period (or during the transport of the exhibition within the country).
- (2) The Lender guarantees that he/she is unaware of any defects in the object of the present Agreement.

§ 4

Responsibilities of the Borrower

- (1) The costs for maintaining the object of the present Agreement shall be borne by the Borrower.
- (2) If a transport within the country is needed, the Borrower has to bear the costs for interstate transport.
- (3) The Borrower shall decide whether it is necessary to obtain insurance for the duration of the exhibition; should this be the case, the Borrower shall be solely responsible for

the costs of such insurance. The material and production costs for the travelling exhibition amount to some 10,000 euros.

- (4) The exhibition materials shall be exhibited and stored in such a way that they are protected from moisture and direct sunlight. The exhibition shall be set up in a closed, dry space only.
- (5) The packaging material shall be stored securely for the duration of the exhibition. Upon termination of the exhibition at the designated location, the packaging material shall be reused.
- (6) During the exhibition, the Borrower shall take some photos and send them (by e-mail) to the Lender. With sending the photos, the Borrower agrees that the photos may be presented on the website www.whats-old-anyway.de.

§ 5

Use in accordance with the terms of this Agreement.

- (1) The Borrower shall use the object of the present Agreement solely for the purpose of the exhibition in *<exhibition place>*.
- (2) The Borrower shall not be entitled to use the object of the present Agreement for any other than the purpose stated herein; specifically, he/she is not entitled to allow the object of the present Agreement to be used by a Third Party without the permission of the Lender. In the event of a breach of this Agreement, the Lender shall be entitled to terminate the Agreement without notice.

§ 6

Period of loan

The following period shall be agreed upon for the loan: *<loan begin>* to *<loan end>*.

After the termination of the period of loan, the object, with all of its components as per Clause 1 of the present Agreement, shall be returned to the Lender without any notice of termination being required.

§ 7

Right to early termination

The Lender may terminate the Loan Agreement pursuant to Section 605 of the German Civil Code:

- if, owing to an unforeseen circumstance, he/she requires use of the loaned object,
- if the Borrower uses the object in a manner contrary to the terms agreed herein, specifically allowing the object of the present Agreement to be used by a Third Party without permission or placing the object at considerable risk by neglecting the diligence incumbent on him/her.

§ 8

Loss of the object of the loan

In the event of the loss of the loaned object, the Borrower shall be liable to refund the replacement cost of the object (see Clause 4 of the present Agreement).

§ 9

Rights of the Lender

- (1) After the period agreed for the loan has elapsed, the Borrower shall not be entitled to any claims to compensation for expenses or to the approval of an installation that he/she has attached to the loaned object.
- (2) However, the Lender may demand that the installation be removed and the object restored to its original state or that the defects that occur as a result of the removal of said installation be professionally rectified.

§ 10

Statute of limitations

The Lender's claims to compensation owing to the modification of or damage to the loaned object as well as the Borrower's claims to compensation for expenses or for approving the removal of an installation, shall expire after six months pursuant to Section 606 of the German Civil Code.

§ 11

Place of jurisdiction

The place of jurisdiction for all claims arising from the Loan Agreement is Bonn, Germany.

§ 12

Modifications to the agreement, severability clause

For them to be valid, all modifications and ancillary agreements to the present Agreement shall be made in writing. Should individual clauses of this Agreement prove to be wholly or partly invalid or impracticable, this shall not affect the validity of the remaining clauses and the validity of the Agreement as a whole.

Signed

Bonn, <Date>

<Place>, <Date>

The Federal Ministry for Family Affairs, Senior
Citizens, Women and Youth
For the Ministry: