



**Canton of Zurich
Building Department
Office of Planning and Architecture**

Loan conditions

Loan of artworks from the Art Collection of the Canton of Zurich for external exhibitions

20. July 2026



Loan conditions

If the application is approved, a separate loan agreement will be agreed upon which includes the following contractual conditions. In the event of any conflict between the loan agreement and the loan conditions, the provisions of the agreement shall prevail:

Loan conditions	3
1. Collection and return locations	4
2. Transport	4
3. Transport and packaging costs	4
4. Loan conditions, duty of care and liability	4
5. Reproduction	5
6. Publication / Mention	5
7. Right of access and inspection	5
8. Applicable Law and Jurisdiction	5



1. Collection and return locations

The collection and return locations are defined in the loan agreement with the Art Collection. The Borrowing Party undertakes to install the works on loan at the place of collection if they are not returned to the Art Collection's depot at the end of the exhibition.

2. Transport

Transport will be carried out personally or by a professional transport company and only by direct route. Necessary interim storage is permitted in consultation with the Art Collection. Framed works of art are not to be opened.

3. Transport and packaging costs

All transport and packaging costs as well as travel expenses for the accompanying person are to be borne by the Borrowing Party.

4. Loan conditions, duty of care and liability

4.1. Insurance

Insurance shall be taken out by the Borrowing Party with a recognised insurance company and shall cover all risks from nail to nail.

4.2. Status report

The condition report shall document the condition of the items on loan at the time of their transfer to the transport company commissioned by the Borrowing Party. The transport company hands over the items on loan to the Borrowing Party after transport. The Borrowing Party shall check whether the condition of the items on loan corresponds to the information in the status report. If any damage is discovered, the Borrowing Party must report it immediately to the Art Collection. If the Borrowing Party fails to report the damage, the items on loan shall be deemed to have been approved in accordance with the status report.

4.3. During the loan period

The Borrowing Party undertakes to treat the items on loan properly for the entire duration of the loan. The Borrowing Party shall bear the storage and maintenance costs incurred in connection with the items on loan during the loan period. It shall instruct all persons who have access to the items on loan on how to handle them properly.

4.4. Procedure in the event of damage

If damage occurs during the loan period, the Borrowing Party must immediately report it to the Art Collection. The Borrowing Party shall prepare a report on the damage at its own expense and shall make a photographic record of the damage.

4.5. Return

At the end of the exhibition, the Borrowing Party or a transport company commissioned by it shall return the objects on loan to the Art Collection or to the agreed location.

4.6. Liability upon return

The Art Collection shall check within the usual time whether the condition of the items on loan corresponds to the status report. In the event of damage, the Borrowing Party shall be notified immediately. The Borrowing Party shall be liable for all damage caused by the works being destroyed, damaged, altered or lost during the loan period. Liability shall also apply if the damage is due to circumstances for which the Borrowing Party is not responsible. If the Borrowing Party returns the items later than agreed, it must report this immediately to the Art Collection. The Art Collection may then set the Borrowing Party a reasonable grace period for the return of the item. If no grace period is set for return, the Borrowing Party shall be liable for any damage caused by the delay as well as for accidental damage.



4.7. Withdrawal

In the event of non-compliance with the provisions of the present loan agreement, the Art Collection may immediately withdraw from the agreement, take back the items on loan at the Borrowing Party's expense and, if necessary, demand compensation for damages.

5. Reproduction

The Borrowing Party may neither reproduce the items on loan without the written consent of the Art Collection nor make use of them in contrary to the contract.

6. Publication / Mention

The Borrowing Party shall identify the items on loan as the property of the Art Collection of the Canton of Zurich in the exhibition labels, the printed catalogue and other publications with the following credit line:

Kunstsammlung Kanton Zürich
Collection d'Art du Canton de Zurich
Collezione d'Arte del Cantone di Zurigo
Art Collection of the Canton of Zurich

The Borrowing Party shall send one sample copy of the publication(s) free of charge to the Art Collection.

7. Right of access and inspection

The Art Collection may inspect the items on loan at the respective exhibition and storage location and verify compliance with the agreed conditions.

8. Applicable Law and Jurisdiction

Disputes arising from this agreement shall be governed exclusively by Swiss law.
Place of jurisdiction is Zurich.