

Terms of Use for the Art Lending Program of Dagmar Gester

§1 General Provisions

- (1) A private rental agreement is concluded between Dagmar Gester and the user. By entering into the rental agreement, the following Terms of Use are accepted.
- (2) These Terms of Use and the applicable fee schedule form an integral part of the contract.
- (3) Personal data is collected and processed in accordance with statutory data protection regulations.

§2 Contract

- (1) Artworks are lent exclusively to persons of legal age.
- (2) Users must be resident and officially registered in Berlin.
- (3) A written rental agreement is concluded for each loan. By signing the agreement, the user accepts these Terms of Use.
- (4) Any changes to the information provided at the time of contract conclusion must be communicated immediately, no later than within two days.

§3 Obligations of Users

- (1) The artworks and any accessories provided must be handled with care and protected against damage, destruction, and loss.
Artworks must not be exposed to direct sunlight, excessive humidity, or placed directly above heating sources.
They are therefore generally unsuitable for outdoor areas, basements, bathrooms, or kitchens.
- (2) Artworks must not be removed from their frames. Existing hanging devices must not be altered.
- (3) Any damage, destruction, or loss must be reported immediately, no later than within two days.
- (4) Artworks may only be kept at the address specified in the rental agreement.
- (5) Transfer to third parties is not permitted.
- (6) Copyright must be respected.
- (7) Any use beyond simple display or hanging requires prior written consent.
Photographic, film, or other media recordings and publications are permitted only with prior written approval.
Any reproduction of the artworks is strictly prohibited.

§4 Rental Fees

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(1) The monthly rental fee is specified in the rental agreement and currently amounts to (gross, including VAT):

- €25 per individual artwork
- €45 for two works from the same series
- from three artworks onwards: €30 per artwork

(2) A valid identification document must be presented upon collection.

(3) The rental fee is due at the beginning of the rental period and likewise upon any agreed extensions.

§5 Rental Period

(1) The minimum rental period is one month.

(2) The rental period may be extended up to a total duration of twelve months.

§6 Return of Artworks

(1) Artworks must be returned no later than upon expiry of the agreed rental period.

(2) The artworks must be returned in their original packaging.

§7 Liability

(1) Users are liable for any damage to, destruction of, or loss of the artworks, including frames and accessories.

(2) In the event of damage, the costs of repair, restoration, or replacement shall be borne by the user.

(3) For destroyed or lost artworks, as well as for damaged or lost frames, mounts, and packaging materials, compensation shall be paid in the amount of the respective replacement value.

(4) If damage is reported only after the rental period has expired, compensation remains payable until the notification is received, even if return is no longer possible.

(5) Independent repairs or the commissioning of third parties are not permitted.

§8 Place of Jurisdiction

The place of jurisdiction is Berlin.

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