

DÉCISION 91 / 2026

PORTANT SIGNATURE D'UNE CONVENTION DE PRET D'ŒUVRES D'ART ENTRE LE MUSEUM FÜR KUNST UND GEWERBE HAMBURG ET METZ METROPOLE

Nous soussigné, Patrick THIL, Conseiller Délégué de Metz Métropole,

Vu le Code Général des Collectivités Territoriales,

Vu la délibération en date du 15 juillet 2020 par laquelle le Conseil Métropolitain a donné délégation à son Président,

Vu l'arrêté de Monsieur le Président en date du 15 juillet 2020 par lequel Monsieur Patrick THIL, Conseiller délégué, a reçu délégation, dans la limite de ses fonctions, pour "conclure toute convention de location ou de mise à disposition de biens meubles ou immeubles, ainsi que de toute convention d'occupation du domaine public ou du domaine privé de Metz Métropole, convenir de tarifs ou accorder la gratuité aux organismes à but non lucratif qui concourent à la satisfaction de l'intérêt général, déterminer les modalités de paiement, s'agissant notamment des équipements culturels ou de l'aire de grand passage et des aires d'accueil des gens du voyage",

Vu le souhait de Metz Métropole d'obtenir le prêt de plusieurs œuvres d'art du Museum für Kunst und Gewerbe Hamburg, dans le cadre de l'exposition temporaire « *Eclats messins. Vever, joaillers d'exception, 200 ans de créations* », organisée du 13 novembre 2026 au 18 mai 2027 par le Musée de La Cour d'Or – Metz Métropole,

Considérant que ce prêt représente un intérêt pour le Musée de La Cour d'Or – Metz Métropole,

DECIDONS :

De signer la convention relative au prêt d'œuvres d'art entre le Museum für Kunst und Gewerbe Hamburg et Metz Métropole.

Fait à Metz, le

11 MARS 2026

Accusé de réception - Ministère de l'Intérieur

057-200039865-20260311-Decis091-2026-AU

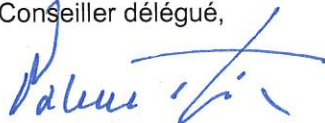
Accusé certifié exécutoire

Réception par le préfet : 12/03/2026

Pour l'autorité compétente par délégation



Pour le Président
Le Conseiller délégué,



Patrick THIL

Adjoint au Maire de Metz à la Culture et aux Cultes
Conseiller départemental de la Moselle

LOAN AGREEMENT

Museum für Kunst und Gewerbe Hamburg
- Public-law foundation -
represented by the board of directors,
Prof. Tulga Beyerle,
Steintorplatz 1
20099 Hamburg, Germany

Steintorplatz
20099 Hamburg
www.mkg-hamburg.de
#mkghamburg

Directorate
T +49 (0)40 428134-100
F +49 (0)40 428134-109
direktion@mkg-hamburg.de

hereinafter referred to as "lender"

and

Metz Métropole
Maison de la Métropole
1, place du Parlement de Metz
CS 30353
57011 METZ Cedex 1

represented by Patrick Thil, conseiller délégué aux Établissements
culturels on behalf of the President, François Grosdidier

hereinafter referred to as "borrower".

The following provisions form the content of this contract. Amendments
and additions to this contract must be made in writing.

§ 1 Subject of Agreement

1. The lender makes the following objects available for **the exhibition –
Vever**

in the time period of **13. November 2026 to 18. Mai 2027**

in the premises of Musée de la Cour D'Or

No.	Object	Total insurance value (EUR)
1.	 <p>Maison VEVER Frères Jewelry comb mistletoe, (peigne Gui), around 1899 Horn, gold, pearls, enamel Inv.No.: 1900.445, Measurements object: H 16,8 cm, W 9,1 cm</p>	101.000,00€

2. Insurance period: **02.11.2026 – 28.05.2027**
3. Special Agreements:
Acclimatisation required
Presentation: Display case, data logger required - Object is fragile

§ 2 General obligations of the borrower

1. The borrower shall only use the loaned item for the agreed purpose and shall return it immediately upon expiry of the insurance period without being requested to do so. The borrower is not authorised to re-lend it. Any change to the term of insurance must be agreed-on in writing with the lender before the contract expires.
2. The lender must be granted access to the item on loan and be allowed to inspect the storage and exhibition conditions at any time after prior notification.

§ 3 Conservational requirements

1. The borrower undertakes to store and exhibit the objects under the generally recognised conditions, these are:
18-22°C, 50% RH (relative humidity), changes within 24 hours of max. 5% temperature fluctuation and max. 3% RH.
Light: max. 100 Lux, UV: 0.
The conditions apply to the packing, storage and exhibition rooms as well as to the transport vehicles.
2. A condition report will be issued by a conservator of the lender before the loaned item is delivered. The borrower compares the condition of the item on loan after unpacking with the condition report provided by the lender and records any differences or damage in writing and photographically. The condition report shall initially remain with the borrower. The comparison regarding differences and / or damages is repeated before packing for return transport. The signed condition report is returned to the lender together with the loaned item.
3. The borrower agrees to protect the loaned item from misuse, damage and loss and to take the best possible measures to this end. Any alteration, damage or loss of the item on loan or its frame, frame mat, plinth or other mountings must be reported to the lender immediately. Any measures taken require the consent of the lender.
4. The lender may request regular climate records before and during the loan by means of measuring devices and may withdraw loans prematurely if the necessary conditions are not met. Exposure to direct sunlight and dryness must be avoided at all costs. They must be effectively protected from heat by artificial light and other heat sources.

§ 4 Transport, Packaging and Courier

1. The lender determines the type of transport and packaging. The lender is authorised to be present during the unpacking and repacking of the loaned item as well as during all loading and unloading procedures. The borrower and the lender shall agree which transport company is to be commissioned with the transport.

Transport by:	Art transport service, direct transport in combination possible
Packaging specification:	Climate crate with vibration-reduction technique, Object flat, custom-fit foam lining silk-paper
Packaging by:	Lender
Courier details:	Arrival separately

Notes:	Support during setup/demounting The daily allowance will be charged to the borrower by the lender at the current rate of the Hamburg Travel Expenses Ordinance. The borrower shall inform the lender of his valid invoice address before the loaned item is delivered
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2. The borrower agrees to notify the lender of the return transport at least 14 days prior the end of the loan period.

§ 5 Costs

1. Service fee: **400,00 €**
2. The borrower shall furthermore bear all costs of insurance, round-trip transportation including appropriate packaging and, in special cases, necessary transportation escort by courier (including travel and accommodation costs, daily allowances), as well as any other costs incurred by the lender as a result of the loan.

§ 6 Liability and insurance

1. If the loaned item is being destroyed, damaged, altered, stolen or lost during its stay at the exhibition venue or transportation from nail to nail, the borrower will be liable for the damage caused.
2. The borrower accepts full liability from the moment the loan departs the lender's premises, throughout the period it remains at the borrower's premises and during its return to the lender's premises, up to the total insurance value stated above. Exemption from the obligation to pay compensation is excluded, even if the damage is caused by an

unavoidable event. The obligation of the borrower to pay compensation is not affected by the terms of the insurance.

3. The borrower's liability ends upon the return of the loan object and the confirmation of its full integrity and intact condition. Claims for compensation by the lender against the borrower for any alteration or deterioration of the loan object – regardless of a condition report issued by the lender upon return stating “no change to condition” – may be asserted if the damage becomes apparent within six months after the return. In such cases, the claims shall not lapse earlier than six months from the moment the damage became detectable to the lender.
4. The loans are insured for the entire insurance period, including all transport, at the borrower's expense. The nail-to-nail insurance is covered by the general art policy existing between the Museum für Kunst und Gewerbe and Kuhn & Bülow Versicherungsmakler GmbH, Kurfürstendamm 62, 10707 Berlin, and includes all necessary transport to the depot and exhibition venues.

§ 7 Mention, Publication and Media Use

1. The borrower is required to explicitly label the objects as loans in the exhibition and in all related publications.

The credit line is „**On loan from the Museum für Kunst und Gewerbe Hamburg**“.

2. Immediately after the release of publications relating to the exhibition, **two** sample copies of each publication – editions in other languages are regarded as independent publications – must be sent to the lender free of charge to the address of the Directorate.
3. Digital reproductions (photographs, film and television recordings) of the loaned items may be made for the purposes of general documentation and media coverage of the exhibition. For any other use, written authorisation from the lender is required.
4. If there are third-party rights to the items on loan, any further rights of use and exploitation that may be required must be obtained separately from the rights holders.

§ 8 Final Provisions

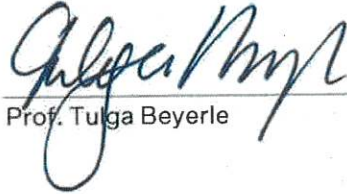
1. This contract is subject to German law. The place of jurisdiction for all disputes arising from the contract is, as far as permissible, Hamburg.
2. The contracting parties may terminate the contract at any time without notice for good cause. Good cause shall include, in particular, a breach of the contractual provisions by the borrower and failure to ensure proper care and maintenance of the loaned item.

3. Should individual contractual provisions be invalid, the validity of the other provisions shall remain unaffected.
4. This Agreement has been executed in German and English. The English version is provided for convenience only and shall have no legal force or effect. In the event of any dispute or legal proceeding, only the German version shall be authoritative and legally binding.

11 MARS 2026

Hamburg,
Museum für Kunst und Gewerbe Hamburg
- Public-law foundation -

Place, Date



Prof. Tulla Beyerle

Signature of the
borrower

pour le Président
de Conseil délégué



Patrick THIL
Adjoint au Maire de Metz
à la Culture et aux Cultes
Conseiller départemental
de la Moselle