

# SAMPLE

## Loan Agreement

On this (Date) \_\_\_\_\_, Nippon Music Foundation ("FOUNDATION") and Mr./Ms. \_\_\_\_\_ ("RECIPIENT"), hereby agree to the terms and conditions of the loan of the \_\_\_\_\_ ("INSTRUMENT") to the RECIPIENT by the FOUNDATION. The RECIPIENT hereby acknowledges the receipt of the INSTRUMENT.

1. The RECIPIENT agrees to return the INSTRUMENT to the FOUNDATION (Tokyo, Japan) in person or by any person designated by the FOUNDATION in the same condition received on or before (Date) \_\_\_\_\_.
2. The RECIPIENT agrees that the INSTRUMENT is played and handled only by the RECIPIENT and the dealers designated by the FOUNDATION and that the INSTRUMENT shall not be loaned to any third party.
3. The RECIPIENT agrees to assume full responsibility for the care, protection, and security of the INSTRUMENT during the period of the loan and that the INSTRUMENT is under no circumstances left unattended or subject to extreme temperature and humidity.
4. The RECIPIENT agrees that the INSTRUMENT is placed in the care or custody of the instrument dealers designated by the FOUNDATION every three months for inspection. The RECIPIENT is advised to notify the FOUNDATION of the scheduled appointments. One of such quarterly inspections should be conducted by W.E. Hill in London. The designated dealers provide the Condition Reports to the FOUNDATION each time.
5. The RECIPIENT is allowed to have the designated dealers carry out any necessary maintenance or repair works on the INSTRUMENT only with the consent of the FOUNDATION.
6. The RECIPIENT agrees that in the event of any apparent loss or damage to the INSTRUMENT including theft, fire or natural disaster, it will be immediately reported to the FOUNDATION and that the RECIPIENT will make arrangements as directed by the FOUNDATION. The FOUNDATION assumes the responsibility of

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insuring the INSTRUMENT.

7. The RECIPIENT agrees to generously promote and make known the fact of the loan by the FOUNDATION including mention of the name of the INSTRUMENT being loaned when interviewed by media and on the concert programs.
8. The RECIPIENT agrees to mention the name of the INSTRUMENT and the loan by the FOUNDATION prominently on all audio and visual recordings made with the INSTRUMENT, and to provide the FOUNDATION with 2 complimentary copies.
9. The RECIPIENT agrees to submit a report of activities to the FOUNDATION by the end of March. The report regarding the use of the INSTRUMENT should include the following data from April of the previous year. If there are concerts/recordings the RECIPIENT did not use the INSTRUMENT, the RECIPIENT should specify in the report.
  - a.) Concerts (date, city, venue, organizer, program, conductor, orchestra, number of audience)
  - b.) Recordings (commercial/non-commercial, CD, DVD, VTR, etc.)
10. The RECIPIENT agrees to perform gratis not more than five concerts annually for the FOUNDATION. The dates and places of the performances are to be mutually agreed between the FOUNDATION and the RECIPIENT. The FOUNDATION assumes accommodations and travel costs of the RECIPIENT. The performances may be recorded for the FOUNDATION's library and for the limited purpose of promoting the FOUNDATION's activities. The RECIPIENT agrees on the FOUNDATION's recording and broadcasting of the above mentioned recordings.
11. Notwithstanding the provision of Article 1, the FOUNDATION will request the RECIPIENT to return the INSTRUMENT in the event that the RECIPIENT does not abide by the provisions of this Agreement, and the RECIPIENT shall return the INSTRUMENT to the FOUNDATION.
12. Fully acknowledging the fact that the INSTRUMENT is a historical asset of the world to be passed to the future generations, the RECIPIENT agrees to:

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- a.) abide by the Guideline provided by the FOUNDATION to play and to handle the INSTRUMENT.
  - b.) limit the number of performances using the INSTRUMENT to a reasonable level. The RECIPIENT is encouraged to continue to play his/her own instrument from time to time.
  - c.) refrain from performing music with an aggressive playing style that is too strenuous for antique instruments.
  - d.) avoid taking the INSTRUMENT to an environment that could be harmful for the INSTRUMENT - such case could include extreme temperature and humidity.
  - e.) under no circumstances take the INSTRUMENT to the countries that are not allowed by the FOUNDATION. The FOUNDATION assumes the responsibility of providing the ATA Carnet with the list of countries where the RECIPIENT is allowed to take the INSTRUMENT. The FOUNDATION periodically provides the RECIPIENT with the updated list of such countries.
  - f.) always carry this Agreement, ATA Carnet, Insurance Certificate, Certificate of Customs Clearance and Tax Payment to Japan, and photos of the INSTRUMENT with the INSTRUMENT. In case the RECIPIENT is inquired about the INSTRUMENT at customs when traveling, the RECIPIENT is advised to show the documents to customs.
13. The FOUNDATION assumes insurance premiums and costs of repair and maintenance including the quarterly inspection of the INSTRUMENT as mentioned in Article 4, provided, however, that the FOUNDATION may claim against the RECIPIENT any repair cost of the INSTRUMENT caused by any damage due to the willful intent or gross negligence of the RECIPIENT.
14. The RECIPIENT and the FOUNDATION shall resolve faithfully by mutual consultation, any question which this agreement does not cover or any matter concerning the interpretation of the terms of this agreement.
15. This Agreement shall be governed by and construed in accordance with the laws of Japan, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of the Tokyo District Court in Japan.

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## 16. Contact:

For the FOUNDATION

Nippon Music Foundation

Akasaka 1-2-2, Minato-ku, Tokyo 107-0052, Japan

Tel: +81-3-6229-5566

Fax: +81-3-6229-5570

Email: info@nmf.or.jp

For the RECIPIENT

Name:

Address:

Home Phone:

Mobile:

E-mail:

IN WITNESS WHEREOF, the parties hereto have executed two original copies, each of which will be kept by each party.

FOUNDATION

Date:

\_\_\_\_\_  
DD / MM / YYYY

RECIPIENT

Date:

\_\_\_\_\_  
DD / MM / YYYY