

ADDENDUM A

This Addendum A is attached to and made a part of that certain Residential Offer to Purchase dated October 19, 2016 (the "Offer"), submitted to Thomas and Carol Welch (the "Seller") by the City of Madison (the "Buyer") for the property located at 3629 Marsh Road, Madison, Wisconsin (the "Property"). The provisions of this Addendum A take precedence over and control any inconsistent provision set forth in the offer to which this Addendum is attached.

1. Occupancy Period. The Offer contains a condition allowing the Seller to occupy the Property until March 31, 2017, or 90 days past the date of closing, ("Occupancy Period"). During the Occupancy Period, the Seller will not be charged any rent but will be responsible for the purchase of the utilities they use. The Seller shall not have the right to rent or sublease the Property. Occupancy shall be limited to members of the Seller's immediate family. Reasonable extensions to the Occupancy Period may be granted to the Seller at the sole discretion of the Buyer.
2. Possession of Appliances. The Seller shall retain ownership and possession of the following items currently located on or attached to the Property and shall have the right to remove the same from the Property: Seller shall retain ownership of all "stand-alone" appliances located on the Property including the stove and refrigerator.
3. Representations and Warranties. The parties agree that Paragraph 6 of the Offer is hereby amended to provide that the Seller has no actual notice or knowledge of any conditions affecting the Property as described therein.
4. Liability and Hold Harmless. The Seller shall be liable to and hereby agree to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Seller or their officials, officers, agents, employees, assigns, guests, invitees, sub lessees or subcontractors, occurring on the Property during the Occupancy Period whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or employees.
5. Liability Insurance. Seller shall carry homeowners liability insurance including contractual liability with no less than the following limits of liability, as may be adjusted by the City's Risk Manager: bodily injury, death and property damage of \$1,000,000.00 per occurrence. The policy or policies shall name the City as an additional insured. As evidence of this coverage, the Seller shall furnish to the City a certificate of insurance on a form provided by the City.
6. Hazardous Substances; Indemnification. The Seller represents and warrants that their use of the Property will not generate any hazardous substance, and they will not store or dispose on the Property nor transport on or over the Property any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Seller further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or

promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.

7. Repair. The Seller shall be responsible for repairs they deem necessary to be made during the Occupancy Period. The Buyer shall not be obligated to conduct any significant repairs upon the Property and Buyer shall not require the Seller to conduct any significant repair upon the Property during the Occupancy Period
8. Utilities. The Seller shall be responsible for payment of utility costs during the Occupancy Period.
9. Authority. The parties hereby represent and warrant that they each have the full power and authority to enter into this Offer, that this Offer has been duly and validly authorized, executed and delivered by each party and that no other authorizations or third party consents are requisite to the valid and binding execution, delivery and performance of this Offer by each party.

IN WITNESS WHEREOF, the parties hereby execute this Addendum A as of the date first written above.

SELLER: _____
Thomas R. Welch

SELLER: _____
Carol L. Welch