

ADDENDUM A

Lease to Seller

This Addendum A is attached to and made a part of that certain Purchase and Sale Agreement ("Agreement"), between Colleen Sims ("Seller") and the City of Madison as Buyer ("City") for the property located at 221 Bram Street, Madison, Wisconsin ("Property"), as of the Effective Date of the Agreement. The provisions of this Addendum A take precedence over and control any inconsistent provision set forth in the Agreement to which this Addendum is attached. Further defined terms from the Agreement shall be applicable in the provisions below.

1. Occupancy Period. The Agreement contains a condition allowing the Seller to occupy the Property until _____, 2019, or 90 days past the date of closing, ("Occupancy Period"). 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 City provided in writing.
2. Rent. During the Occupancy Period, the Seller will not be charged rent but will be responsible for the purchase of the utilities they use. Pursuant to paragraph 1, if the Occupancy Period is extended past 90 days the Seller shall pay market rent on a month to month basis for a limited amount of time mutually agreed upon by the City and Seller.
3. Possession of Fixtures and Improvements. The Seller shall retain ownership and possession of the following items currently located on or attached to the Property during the Occupancy Period and shall have the right to remove the same from the Property at the end of the Occupancy Period: fixtures and improvements located on the Property including the furnace, water heater, doors, sinks, tub, toilet, counters, cabinets, landscaping and fencing.
4. Representations and Warranties. The Seller and the City agree that Paragraph 6 of the Agreement is hereby amended to provide that the Seller has no actual notice or knowledge of any conditions affecting the Property as described therein.
5. 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.

6. 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.
7. 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.
8. Repair. The Seller shall be responsible for repairs they deem necessary to be made during the Occupancy Period. The City shall not be obligated to conduct any significant repairs upon the Property and City shall not require the Seller to conduct any significant repair upon the Property during the Occupancy Period.
9. Utilities. The Seller shall be responsible for payment of utility costs during the Occupancy Period.
10. Authority. The Seller and the City hereby represent and warrant that they each have the full power and authority to enter into this Agreement, that this Agreement 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 Agreement by each party.

As of this 24 day of April, 2019, Ms. Colleen Sims, as Seller, hereby agrees to the terms and conditions set forth above, to be set forth as of the Effective Date of the Agreement.

SELLER:


Colleen Sims