

## AGREEMENT FOR THE PURCHASE AND REMOVAL OF BUILDING

This Agreement for the Purchase and Removal of a Building (“Agreement”) is by and between Village of Ridgeway, Ridgeway, WI (“Seller” or “Village”) and \_\_\_\_\_ (“Purchaser”) (collectively the “Parties”), to be effective the \_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESSETH,

WHEREAS, the Village owns a portable building currently located at 208 Jarvis Street, Ridgeway, WI 53582, and;

WHEREAS; the Village wishes to sell the building and to retain ownership of the land on which it currently sits, and;

WHEREAS, the Village published a solicitation for purchase of the building and to move it off of the Village’s land and;

WHEREAS, the Purchaser submitted the offer for \$100.

NOW, THEREFORE, the Village and the Purchaser hereby enter into a formal agreement to transfer ownership of the portable building and to govern its removal from Village property, with terms of the Agreement as follows:

- 1. Purchase Price.** The Purchaser agrees to pay the Village **one hundred (\$100)** for the portable building currently located at 208 Jarvis Street, Ridgeway, WI 53582 (“Building”) and the right to remove the Building from the Village’s property. The payment shall be made by \_\_\_\_\_, 2023 in certified funds.
- 2. Condition of Building.** The Building is being sold “as is.” The Village makes no representations or warranties concerning the condition of the Building, the suitability of the Building for the Purchaser’s intended uses, or any other matter relative to this Agreement other than those expressly stated herein. Purchaser acknowledges that neither the Village, nor any principal, agent, attorney, employee, broker, or other representative of the Village, has made any representation or warranty of any kind whatsoever, either express or implied, with respect to the Building or any matter related thereto, and Purchaser is not relying on any warranty, representation, or covenant, express or implied, with respect to the condition of the Building.
- 3. Other Structures Not Included.** This Agreement does not transfer any rights with regard to any of the other structures located on the property.

- 4. Obligation to Remove.** The Purchaser is required to remove the Building from the Village's property within sixty (60) days of the execution of this Agreement. The Purchaser is responsible for all costs associated with or related to the removal and moving of the Building.
- 5. Removal Notice.** The Purchaser is required to provide the Village with at least five (5) business days notice of the date(s) on which the Purchaser plans to move the structure. The Purchaser is required to receive Village approval of the proposed dates prior to entering onto Village property in order to remove the Building.
- 6. Permits for Moving Structure.** The Purchaser shall, at his own expense, obtain all required licenses and permits for moving the Building.
- 7. Indemnity.** The Purchaser shall be responsible to the Village for its acts and omissions, and the acts and omissions of the Purchaser's building mover and any other person or organization performing any of the work under a contract with the Purchaser. The Purchaser agrees to defend, indemnify, and hold harmless the Village, its officers, employees, and agents from all losses, expenses, and costs, including attorney's fees, and from all suits, actions, and claims of any character brought because of injuries received or damages sustained by any person, persons, or property arising out of the removal operations, including the removal of any materials in the structure; or in consequence of any neglect in safeguarding the site; or because of any act or omission, neglect, or misconduct of the Purchaser, or by any person or organization employed directly or indirectly by the Purchaser.
- 8. Insurance.** Purchaser shall obtain and maintain commercial liability insurance and automobile insurance to protect against loss or damage during the removal process. Purchaser shall require any contractor it engages to perform the removal to obtain and maintain the same coverage. Limits of liability shall be at least \$1,000,000 per occurrence and each such policy shall name the Village as an additional insured. Prior to beginning the removal process, Purchaser shall provide the Village with a certificate of insurance evidencing such liability coverage.
- 9. Assignment.** The Purchaser may not assign his rights under this Agreement without the written consent of the Village.
- 10. Entire Agreement.** This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the Parties regarding the Building. There are no verbal or written side agreements that change this Agreement.
- 11. Amendment; Waiver.** No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing

the intent to so amend or waive and the exact nature of such amendment or waiver, which is signed by the Parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right or as a waiver of such right in a later or separate instance.

**12. Governing Law.** This Agreement is made and executed under, and in all respects is to be governed and construed under, the laws of the State of Wisconsin.

**13. Binding Effect.** This Agreement binds and benefits the Parties and their respective successors and assigns.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed effective the date first written above.

**SELLER:**

**BUYER:**

**Village of Ridgeway**

**Chris Mattison**

By: \_\_\_\_\_  
Michele Casper  
Village President

By: \_\_\_\_\_  
Chris Mattison

By: \_\_\_\_\_  
Hailey Roessler  
Village Clerk/Treasurer

Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023