

Village President
Duane Ripperda
Village Clerk
Dawn Lakenburgs
Village Trustees
Ken Albers
Michael Albers
Ken Brauer
Roger Rickhoff
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VILLAGE OF GERMANTOWN

306 Prairie St. • P.O. Box 310
Germantown, IL 62245
Telephone (618)523-4243
Fax (618)523-4273
Email—dawn@germantownil.net

Supt. of Public Works
Steve Mullins
(618)523-4291
Police Chief
Jeffrey Wuebbles
(618)523-4226
EMERGENCY—911

ALTERNATIVE TRANSPORTATION PERMIT

1. No alternative vehicle shall be operated without obtaining a proper permit from the Village of Germantown. Permits shall be granted beginning May 01 of the current year through April 30 the following year. The cost of this permit is \$25.00. Insurance coverage is to be verified prior to obtaining/renewing permit.
2. Every application for a permit shall be made on a form supplied by the Village of Germantown and shall contain the following information:
 1. Name and address of applicant
 2. Photo copy of applicable liability coverage card for vehicle.
 3. Description of vehicle
 4. Signed waiver of liability by applicant releasing the Village of Germantown from any and all future claims resulting from the operation of their vehicle on Village streets

Alternative Vehicles Addressed: Golf carts: Both electric and gas powered; and all-terrain utility vehicles with the following equipment:

1. Horn
2. Brakes and brake lights
3. Turn signals on front and rear
4. Steering wheel
5. Rubber tires
6. Rearview mirror
7. Headlights that emit 500 feet to front
8. A taillights that emits at least 100 feet from rear
9. Approved "Slow Moving Vehicle" emblem on rear of vehicle

RULES AND REGULATIONS

1. No person shall operate a qualified golf cart or utility terrain vehicle without obtaining a permit from the Village Clerk's office
2. Operator must have valid driver's license.
3. Vehicle must be inspected to insure that the vehicle is safe.
4. Handicapped applicants must submit a certificate signed by a physician, that the applicant is able to safely operate a motorized vehicle.
5. The applicant must provide evidence of insurance in compliance with the provisions of Illinois statutes as minimum liability insurance for passenger vehicles to be operated on the roads of the State of Illinois.
6. The Village of Germantown may suspend or revoke a permit granted hereunder upon finding that the holder thereof has violated any of the provisions of Village ordinances or if there is evidence that the permitted cannot safely operate the motorized vehicle.
7. Persons violating any provisions of Village ordinances shall be guilty of a petty offense and shall be punished according to Village Ordinance.
8. Every person operating an alternate vehicle pursuant to permit hereunder on designed Village streets has all the rights and duties applicable to a driver of any other vehicle pursuant to the State highway traffic laws and regulations except when those provisions cannot reasonably be applied to motorized vehicles.
9. Vehicles will not exceed posted speed limits.
10. Vehicles cannot be operated on Village sidewalks.
11. Golf carts and utility terrain vehicles must be operated only on Village Streets, except where prohibited; many not be operated on streets, highways and roads under the jurisdiction of the Illinois Department of Transportation (Hwy 161) or the Clinton County Highway Department (County Road 7 aka Hanover Street and Drive-In Road).

ALTERNATIVE TRANSPORTATION PERMIT

Permit No. _____

\$25 Fee Pd. _____

Date: _____

Applicant: _____
(Last) (First)

Address: _____

Phone: _____ Email: _____

UTV Make: _____ Year: _____ Color: _____

PERMIT TYPE: ☐ **New** ☐ **Renewal**

**** Attach copy of insurance card****

Instructions:

1. Complete this application and submit with Insurance Certificate and Hold Harmless Form.
2. Enclose Fee - \$25/annually. Make check payable to Village of Germantown
3. Bring this application with accompanying documentation and payment in person to the Germantown Village Hall, 306 Prairie Street, Germantown, IL 62245

I have received and read the Village of Germantown ordinances regarding this Alternative Transportation Permit. I understand that if I operate this vehicle on Village streets that I am required to renew this permit annually, which requires an inspection and proof of insurance. By signing this application, I agree to maintain adequate insurance in accordance with all current ordinances.

Applicant: _____

"NEW" LICENSE INSPECTION REPORT - TO BE COMPLETED BY VILLAGE

_____ Horn	_____ Brakes	_____ Turn Signals
_____ Steering Wheel	_____ Rubber Tires	_____ Rearview Mirror
_____ Headlights	_____ Taillights	_____ Brake Lights
_____ Slow Moving Vehicle Emblem		

NOTES: _____

The vehicle described above was inspected and is in compliance with regulations set forth by Village ordinances for operation with the Village of Germantown.

Inspector Signature: _____

**UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY, WAIVER,
DISCHARGE, AND COVENANT NOT TO SUE**

This is a legally-binding UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE made by me, _____ (hereinafter referred to as Operator) to Village of Germantown (hereinafter referred to as the Village).

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I MAY BE EXPOSED BY OPERATING A GOLF CART OR ALL-TERRAIN VEHICLE ON VILLAGE STREETS. THE FOLLOWING ARE DESCRIPTIONS AND/OR EXAMPLES OF SIGNIFICANT DANGERS AND RISKS ASSOCIATED WITH THIS ACTIVITY: INJURY TO MYSELF OR OTHERS, DAMAGE TO MY PROPERTY OR THAT OF OTHERS, DEATH OF MYSELF OR OTHERS.

IN NO EVENT SHALL THE VILLAGE BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH OR ARISING OUT OF OPERATOR'S USE OF A GOLF CART OR ALL-TERRAIN VEHICLE ON VILLAGE STREETS.

THE OPERATOR, AS OF THE DATE BELOW, SHALL HEREINAFTER SAVE, HOLD HARMLESS AND INDEMNIFY THE VILLAGE AGAINST ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, AND COSTS OF WHATSOEVER KIND AND NATURE INCLUDING, WITHOUT BEING LIMITED TO INJURY, DAMAGE, LOSS INCLUDING DEATH, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH MY USE OF THIS GOLF CART OR ALL-TERRAIN VEHICLE ON VILLAGE STREETS.

I understand that the Village has an ordinance governing the use of qualified golf carts and all-terrain vehicles on Village streets and hereby agree to conform to all requirements of the Village ordinances at all times. I have had the opportunity to read said ordinance and the 'Rules Concerning Alternate Transportation for the Village of Albers' and my signature below acknowledges that I will comply with this ordinance and said rules as well as all of the applicable traffic laws of the State of Illinois at all times when operating this vehicle on Village streets.

I, THEREFORE, AGREE TO ASSUME AND TAKE UPON MYSELF ALL OF THE RISKS AND RESPONSIBILITIES IN ANY WAY ASSOCIATED WITH THIS ACTIVITY. IN CONSIDERATION OF AND RETURN FOR THE OPPORTUNITY TO OPERATE A GOLF CART OR ALL-TERRAIN VEHICLE ON VILLAGE STREETS, I RELEASE THE VILLAGE (AND THE VILLAGE TRUSTEES, EMPLOYEES, AND AGENTS) FROM ANY AND ALL LIABILITY, CLAIMS AND ACTIONS THAT MAY ARISE FROM INJURY OR HARM TO ME OR OTHERS, INCLUDING DEATH, OR FROM DAMAGE TO MY PROPERTY OR PROPERTY OF ANY OTHER IN CONNECTION WITH THIS ACTIVITY. I UNDERSTAND THAT HIS RELEASE ALSO COVERS LIABILITY, CLAIMS AND ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OR FAILURES TO ACT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE, OR FAILURE TO ENFORCE, SUPERVISE, OR MAINTAIN.

I assure the Village that there are no health-related reasons or problems which preclude or restrict my participation in this activity. I further assure the Village that I have adequate health and liability insurance necessary to provide for and pay any medical costs or property damage that may directly or indirectly result from my participation in this activity, and I will indemnify and hold the Village harmless for any such medical costs or property damage.

I understand that this release means I am giving up, among other things, rights to sue the Village, its Village Trustees, employees, and/or agents for injuries (including death), damages, or losses I may incur or cause. I also understand that this Release binds my heirs, executors, administrators, and assigns, as well as myself.

I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT, AND I AGREE TO BE LEGALLY BOUND BY IT.

APPLICANT: _____ DATE: _____