

Village of Albers

206 West Dwight Street-PO Box 132

Albers, IL 62215-0132

www.albers-il.org

Phone (618) 248-5154

Fax (618) 248-5490

"Providing security and services to improve the quality of life for our residents."

Rules Regarding Alternative Transportation

1. Operator must have valid driver's license.
2. Vehicle must be inspected to insure that the vehicle is safe.
3. Handicapped applicants must submit a certificate signed by a physician, that the applicant is able to safely operate a motorized vehicle.
4. The applicant must provide evidence of insurance in compliance with the provisions of Illinois statutes as a minimum liability insurance for passenger vehicles to be operated on the roads of the State of Illinois.
5. The Village of Albers 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 permittee cannot safely operate the motorized vehicle.
6. Persons violating any provisions of Village ordinances shall be guilty of a petty offense and shall be punished according to Village Ordinance.
7. 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.
8. Vehicles will not exceed posted speed limits.
9. Vehicles cannot be operated on Village sidewalks or in parks other than parking lots.
10. Alternative vehicles cannot be operated on streets and highways owned and operated by the State of Illinois Department of Transportation or the Clinton County Highway Department (Examples: Illinois State Route 161 and/or County Road 8).

Richard Casson - Village President

Trustees - Dennis Behrmann, Mike McDermid, Joe Obernuefemann, Rob Rolves, Steve Schomaker & Jeff Timmermann

Diane Luitjohan - Village Clerk

Cindy Hubert - Village Treasurer

Dan Holtmann - Street Superintendent

John Horstmann - Water Superintendent



- We Care, We Recycle

ALTERNATIVE TRANSPORTATION PERMIT

Permit # _____

Date: _____

Applicant: _____
 (Last) (First)

Address: _____

Driver's License # _____

Vehicle _____

Make/Model _____

Serial # _____

Instructions:

1. Complete this application and submit with Inspection Form, Insurance Certificate, and Hold Harmless Form.
2. Make check payable to Village of Albers
3. Bring this application with accompanying documentation and payment in person to Albers Village Hall, 206 West Dwight Street, Albers, Illinois, 62215.

This permit expires May 01, _____.

I have received and read the Village of Albers 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.

Signature: _____

Office Use Only:

Inspection Form _____

Hold Harmless Form _____

Proof of Insurance _____ (Photocopy attached)

Drivers License _____ (Photocopy attached)

Village Representative: _____

Payment Received _____

ALTERNATIVE TRANSPORTATION PERMIT

1. No alternative vehicle shall be operated without obtaining a proper permit from the Village of Albers. Permits shall be granted beginning May 01 of the current year through April 30 the following year. The cost of this permit is \$20.00. 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 Albers and shall contain the following information:
 1. Name and address of applicant
 2. Name of liability insurance carrier
 3. Description and serial number of vehicle
 4. Signed waiver of liability by applicant releasing the Village of Albers from any and all future claims resulting from the operation of their vehicle on Village streets
 5. Photo copy of applicable liability coverage card for vehicle.

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

1. Horn
2. Brakes
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. Brake lights
10. Slow moving vehicle emblem on rear of vehicle

ALTERNATIVE TRANSPORTATION INSPECTION REPORT

Date of Inspection _____

Applicant _____
(LAST) (FIRST) (M)

Vehicle Make _____

Serial Number _____

Please check (X) to indicate compliance:

- | | | |
|----------------------------------|-----------------------|--------------------|
| _____ Horn | _____ Steering Wheel | _____ Headlights |
| _____ Brakes | _____ Rubber Tires | _____ Taillights |
| _____ Turn Signals | _____ Rearview Mirror | _____ 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 Albers.

Inspector Signature: _____

Inspection Type: _____ New
_____ Renewal

**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 Albers (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 with 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 PARTY 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.

WITNESSES:

Operator's Signature

DATE: _____