

## **VILLAGE OF ENERGY**

### **GOLF CART/UTV ORDINANCE OVERVIEW**

The following is a quick overview of the new ordinance, and a simplified list of requirements for any citizen desiring to register a golf cart or UTV for use within the Village limits. First, this ordinance is for golf carts and utility vehicles (side x side) only. Four wheelers are not eligible for a permit and remain illegal to operate on roadways within the Village. **Please keep in mind that only licensed drivers 18 years or older will be authorized to operate a golf cart or UTV under this ordinance.**

**Equipment** – To be considered for a permit, a golf cart or UTV is required to have headlights, tail lights, brake lights, horn, turn signals, rear view mirror, a "slow moving vehicle" placard, and seat belts for the driver and all passengers. The details regarding the necessary equipment are specified in the ordinance.

**Insurance** – before a permit will be issued an owner must show current proof of liability insurance for the golf cart or UTV, and the owner is responsible for maintaining the insurance if the golf cart/UTV is used on a public roadway.

**Waiver of Liability** – before a permit is issued a waiver must be signed.

**Restrictions** – a registered golf cart or UTV can be operated on any Village street within the boundaries of the Village with the following exceptions. You cannot drive on Pershing St./IL State Route 148 unless you are crossing it at an intersection. Golf carts and UTV's will also be restricted to the posted speed limits with a 25 mph max speed on any roadway within the boundaries of the Village.

**Procedure for Registering** – After you ensure all of the required equipment is installed and functional; bring your golf cart/UTV and proof of insurance to the Police Department between the hours of 8a-4p. An officer will perform the inspection, have you sign the waiver, and make a copy of your proof of insurance. When everything is completed the Officer will sign the inspection sheet and provide you with a copy of it. You then need to take the copy to the Village Clerk's office. After paying your fee you will be given a receipt and an annual permit sticker to be affixed to the rear of your golf cart/UTV. The permits will be valid from May 1<sup>st</sup> to April 30<sup>th</sup> the following year. The golf cart/UTV must be inspected and registered each year.

**Traffic Laws** – this ordinance legalizes the use of a golf cart or UTV within the Village in the same manner in which a normal car is legal. The operator/owner is subject to all traffic laws and ordinances that would be applicable to an operator/owner of a car. For example an operator of a golf cart on a street in the Village can be issued a citation for speeding, running a stop sign, etc. You can also be arrested for D.U.I. if you operate a golf cart/UTV while impaired by alcohol and/or drugs. Also keep in mind that the owner of the golf cart/UTV can be given a ticket if it is found that they allowed a person under the age of 18 years to operate the vehicle on public roadway.

**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** the Village of Energy, Illinois, it's agents, employees, officers, and Board members made by the undersigned, an operator of a qualified golf cart or utility-terrain vehicle with a permit issued by the Village of Energy under Energy Ordinance \_\_\_\_\_ (hereinafter referred to as the ORDINANCE) authorizing the operation of qualified golf carts and utility-terrain vehicles (not intended for 4-wheelers) on the streets under the jurisdiction of the Village of Energy, Illinois:

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(hereinafter referred to as OPERATOR) to Village of Energy (hereinafter referred to as VILLAGE)

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I OR ANY PASSENGERS OR OTHERS MAY BE EXPOSED TO BY OPERATING A GOLF CART OR UTILITY-TERRAIN VEHICLE ON THE VILLAGE STREETS. THE FOLLOWING IS A DESCRIPTION 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, AND DEATH OF MYSELF OR OTHERS.

IN NO EVENT SHALL THE VILLAGE BE LIABLE FOR ANY 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 UTILITY-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 DEATH, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH MY USE OF A GOLF CART OR UTILITY-TERRAIN VEHICLE ON VILLAGE STREETS.

I have read the ORDINANCE governing the use of qualified golf carts and utility-terrain vehicles on VILLAGE streets and AGREE to conform with all requirements of the ORDINANCE at all times. I have also read the "Rules Concerning Alternate Transportation" for the VILLAGE of ENERGY" and my signature below acknowledges that I will comply with the ORDINANCE and the rules as well as all applicable traffic laws of the State of Illinois at all times when operating this golf cart or utility-terrain vehicle in the VILLAGE.

I, therefore, agree to assume and take on myself all 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 utility-terrain vehicle on VILLAGE streets, I release the VILLAGE and its agents, employees, officers, and board members 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 to property of any other in connection with this activity. I understand that this release also covers liability, claims and actions caused entirely or in part by acts of failure 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 problem 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, the rights to sue the VILLAGE, its officers, board members, 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.

WITNESSES: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
DATE: \_\_\_\_\_

Operator's Signature

**ENERGY POLICE DEPARTMENT GOLF CART/UTV INSPECTION SHEET**

OWNER NAME: \_\_\_\_\_ DOB: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

VEHICLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

Headlights \_\_\_\_\_

Tail lights \_\_\_\_\_

Brake lights \_\_\_\_\_

Horn \_\_\_\_\_

Turn signals \_\_\_\_\_

Rearview mirror \_\_\_\_\_

SMV Placard \_\_\_\_\_

Seat Belts \_\_\_\_\_

Insurance \_\_\_\_\_

Liability Waiver \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PERMIT #: \_\_\_\_\_