


<div></div> <div>BATANGAS STATE UNIVERSITY</div> <div>[Campus]</div>				
APPLICATION FOR THE USE OF UNIVERSITY BICYCLE				
Control No.: _____				
----- To be filled out by the applicant -----				
Full Name:			SR Code:	Sex:
<div>Last NameFirst NameMiddle Name</div>				<input type="checkbox"/> Male <input type="checkbox"/> Female
Date of Birth:	Phone Number:		Email Address:	
College/Program:	GWA Last Semester):		Extracurricular Activities, if any:	
Present Home Address:				
<div>House No.                    Street Name                    Barangay                    Municipality/City                    Province</div>				
Distance of Home Address from Campus:		Monthly Family Income:		Intended Duration of Use:
<div><input type="checkbox"/> Less than 1 km</div> <div><input type="checkbox"/> 1 km but less than 5 km</div> <div><input type="checkbox"/> 5 km and above</div>		<div>_____</div> <div>_____</div>		<div><input type="checkbox"/> One Semester</div> <div><input type="checkbox"/> Others: _____</div>
CERTIFICATION				
<p>I hereby certify that the information provided in this application is true, accurate, and complete to the best of my knowledge. I understand that any misrepresentation of facts shall result in the denial of my application and could lead to further disciplinary action by the University.</p> <p>I understand that the University is authorized to process my personal and sensitive personal information pursuant to the relevant provisions on lawful processing as provided in Sections 4 paragraphs 12 and 13 of the Data Privacy Act of 2012. I consent to the processing of my personal information contained in this form and other related documents submitted for my application for the use of the University bicycle with the purpose of enabling the University and all relevant Offices to verify my identity, prevent fraud, process my application, and evaluate whether or not I am eligible to avail the use of University bicycle.</p> <div>_____</div> <div>Signature Over Printed Name of Applicant</div> <div>Date Signed: _____</div>				
----- To be filled out by the concerned Offices -----				

<b>Evaluated and Recommended by:</b>		<b>As to Ranking</b>	
<b>As to Eligibility</b>		Score: _____	
<input type="checkbox"/> Eligible		<input type="checkbox"/> Recommended for the grant of the free use of 1 bicycle with all accessories to the applicant, subject to favorable certification from the Medical Services Office and Approval of the Office of the Vice President for Administration and Finance/Chancellor	
<input type="checkbox"/> Not Eligible			
Remarks: _____			
_____		_____	
Campus Head for Sustainable Development		Vice Chancellor for Academic Affairs	
Date: _____		Date: _____	
<b>Certified:</b>		<b>Approved by:</b>	
<input type="checkbox"/> Fit to use a bicycle		Remarks: _____	
<input type="checkbox"/> Not fit to use a bicycle		_____	
_____		_____	
Head, Medical Services Office		Chancellor	
Date: _____		Date: _____	
<b>Released by:</b>		<b>Received By:</b>	
<input type="checkbox"/> 1 bicycle with plate number _____, helmet, tumbler, and air pump		<input type="checkbox"/> Complete and in good condition	
_____		_____	
Head, General Services Office		Applicant	
Date: _____		Date: _____	

AGREEMENT FOR THE USE OF UNIVERSITY BICYCLE

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into in the \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ by and between:

**BATANGAS STATE UNIVERSITY** – \_\_\_\_\_, a constituent campus of Batangas State University, The National Engineering University, by virtue of Republic Act No. 11694, with principal office address at \_\_\_\_\_, herein represented by its Head of General Services Office, \_\_\_\_\_, hereinafter referred to as the “**UNIVERSITY**”;

-and-

\_\_\_\_\_, of legal age, student of Batangas State University, and a resident of \_\_\_\_\_, hereinafter referred to as the “**BORROWER**”.

- Purpose of Agreement.** The purpose of this Agreement is to grant the **BORROWER** temporary, free use of a bicycle owned by the **UNIVERSITY**, to facilitate transportation for university-related activities, including commuting on campus and nearby areas. The use of the bicycle shall be considered as a form of loan, specifically commodatum. It is understood that the bicycle and its accessories remain the property of the **UNIVERSITY**, and that there is no intention, in any manner, to transmit ownership to the **BORROWER**.
- Description of the Bicycle and Accessories.** The items provided under this Agreement include the following: (1) bicycle with plate number \_\_\_\_\_; (2) helmet; (3) tumbler; and (4) air pump. The **BORROWER** received the items on \_\_\_\_\_, all in good condition.
- Borrowing Period.** The **BORROWER** may use the bicycle from \_\_\_\_\_ until \_\_\_\_\_ or until the **UNIVERSITY** directs its return, whichever comes first. The renewal of the borrowing period may be granted upon the **BORROWER**’s application, subject to the **UNIVERSITY**’s approval, priority rules, and bicycle availability.
- Duties and Responsibilities of the BORROWER.** The **BORROWER** shall be bound to observe the diligence of a good father of the family in the care and preservation of the bicycle. The **BORROWER** shall be obliged to shoulder the ordinary expenses which include routine maintenance (e.g., lubricating the chain, adjusting brakes, inflating tires), minor repairs (e.g., fixing flat tires, tightening screws or bolts), cleaning the bicycle, and other expenses of similar nature. In the event of loss or damage, the **BORROWER** shall promptly notify the **UNIVERSITY**’s Office of the Vice Chancellor for Academic Affairs and the Campus Sustainable Development Office to assess the **BORROWER**’s liability, if any. *Provided, That, in* case of deterioration due to normal use and without fault, the **BORROWER** shall not be liable. Failure to exercise the required care and preservation of the bicycle and its accessories, or to notify the **UNIVERSITY** in the event of loss or damage, shall constitute grounds for the termination of this Agreement and the immediate return of the bicycle and its accessories, without prejudice to any additional disciplinary action that the **UNIVERSITY** may impose.
- Consequences and Incidents.** The rights obtained by the **BORROWER** from the grant of the free use of the bicycle is intransmissible, and the **BORROWER** has no right to delegate the right of use to third persons, including the **BORROWER**’s member of the household. If the **BORROWER** delegates his/her right to use the bicycle to another, such unauthorized delegation shall have the following consequences: (1) in the event that the bicycle is lost, the **BORROWER** is liable for the loss even if it should be through a fortuitous event; (2) if the “extraordinary expenses” for the preservation of the bicycle arise from the fault of the person to whom the use was delegated, the **UNIVERSITY** shall not be liable for said expenses.
- Duties and Responsibilities of the UNIVERSITY.**
  - The Office of the Vice Chancellor for Academic Affairs and Campus Sustainable Development Office shall maintain the records of the **BORROWER**, including borrowing periods, and condition of the bicycle upon issuance and return. It shall report any violations or issues related to misuse, damage, or negligence to the appropriate office for further action. In coordination with the General Services Office (GSO) concerned, processing of requests for renewals of borrowing agreements, and handle the termination thereof if necessary.
  - The GSO shall facilitate the physical issuance of the bicycle and its accessories to the **BORROWER** and ensure their proper return at the end of the borrowing period. It shall also process the requests for renewals of borrowing periods and handle the termination of the Agreement.
  - The Property and Supply Office shall report matters that need the action of the GSO or Project and Facilities Management Office (PFMO) such as routine maintenance of the bicycles, addressing issues such as tire inflation, brake adjustments, and minor repairs.
  - The GSO and PFMO shall be responsible for ensuring that bicycle lanes, parking stations, and other infrastructure related to bicycle use are properly maintained, marked, and safe for the **BORROWER**. They shall provide logistical assistance in retrieving bicycles that are left unattended, abandoned, or reported missing within University premises.
  - The Medical Services Office shall be responsible for offering re-assessments upon request or as needed by the **BORROWER**.
- Applicable Laws.** Any and all matters not expressly stipulated in this agreement shall be governed by the provisions on commodatum under the Civil Code of the Philippines, as well as other applicable laws, rules, and regulations concerning the use of government property.

For the **UNIVERSITY:**

\_\_\_\_\_  
Head of General Services Office  
Valid ID: \_\_\_\_\_

\_\_\_\_\_  
Borrower  
Valid ID: \_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**

\_\_\_\_\_) **S.S.**

**BEFORE ME**, a Notary Public for and in the above jurisdiction, the above-named persons personally appeared this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines. Known to me to be the same persons who executed this Agreement and they acknowledged to me that the same is their free and voluntary acts and of the entities they represent.

**WITNESS MY HAND AND SEAL** on the date and at the place first above written.

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