**Rental Order Form: BioBalance System**

**To place your order, please fill out and fax or email this form to 847-299-8452 or info@drpawluk.com**

**SHIPPING INFORMATION (No PO Box):**

|  |  |
| --- | --- |
| Name  |   |
| Street Address  |   |
| City  |   |
| State, Zip code  |   |
| Email Address  |   |
| Phone Number  |   |

**BILLING INFORMATION:**

|  |  |
| --- | --- |
| Name  |   |
| Street Address  |   |
| City  |   |
| State, Zip code  |   |
| Email Address  |   |
| Phone Number  |   |

|  |  |  |
| --- | --- | --- |
| **Description**  | **Cost**  | **Total**  |
| BioBalance System Incl: Control unit, Full-body mattress, Therapy pillow, Power Adapter  | $400 8- weeks  | $ 400  |
| Security Deposit Refundable upon return of system to office, or applied to a device purchase. (See details below in the waiver section) | $600  | $ 600  |
| Shipping Cost UPS Ground | Nonrefundable   |  $40  | $ 40  |
|   | **Total amount**  |  $1,040.00  |



**Rental Terms & Waiver of Liability**

**Rental agreement is for 8 weeks.**

**Your rental start and end dates will be listed on your invoice.**

Rental Fee, Deposit, Shipping Costs to Customer: Prepaid You are responsible for return shipping charges.

**Upon rental completion date, renter must contact Dr. Pawluk if he/she wishes to return the BioBalance System.**

**If Dr. Pawluk is notified of the return on or before the rental end date, renter is granted 5 days after the rental end date to return the system to drpawluk.com’s office at 1001 Cromwell Bridge Rd. Ste. 212, Towson, MD 21286.**

1. Renter agrees to pay return shipping costs.
2. After the rented unit has been received by Dr. Pawluk, the deposit fee of $600 will be credited to the renter’s credit card on file. The refund will take place no later than 5 business days from the date the unit is received.
3. Title to the BioBalance product(s) remains with Dr. Pawluk until the total purchase price, together with any other costs/expenses connected therewith, is paid.
4. It is considered a breach of this Contract to rent or sell the BioBalance product(s) without the written consent of Dr. Pawluk during the Rental Period.
5. Renter is responsible in the event of destruction, loss, soiling, or any damage to the BioBalance product(s) from any cause and will take all necessary care in protecting and maintaining the product(s). Dr. Pawluk will charge a refurbishing fee if the product(s) is not returned in good order, clean, in the original packaging and with all materials
6. Refurbishing fees will not exceed the total unit price and depend upon the extent of damages. Charges will be deducted from rental deposit. If charges exceed $600, Dr. Pawluk has authorization to charge the remaining balance to the credit card on file.
7. Upon Default of Payment or Breach of Contract, an amount equal to the TOTAL PURCHASE PRICE, less any payments credited to Renter’s account, is due and payable, and may be charged to Renter’s credit card. If litigation is initiated, Renter agrees to pay for all legal fees, service fees, and interest as approved by the court.
8. The Renter understands that (A) Dr. Pawluk makes no medical claims whatsoever regarding the use, results or effects of the BioBalance product(s), and (B) some conditions require the supervision of a health care practitioner.
9. Renter acknowledges receipt of a duplicate of this Rental Contract.
10. It is understood that the foregoing constitutes the whole Rental Contract between the parties, and that no condition, representation, or warranty shall affect this transaction unless contained herein.
11. The Renter approves this contract and authorizes Dr. Pawluk to charge their payment(s) to the credit card (I understand that the credit card will be processed through Dr. Pawluk’s Credit Card Account).
12. Renter agrees to pay for the full rental period. If returned early, renter will not receive a refund.
13. When paying with a check, Renter authorizes Dr. Pawluk to charge the credit card on file in the event of a bounced check for the full rental amount/shipping plus any additional bank charges incurred.
14. Sales tax is applicable if the shipping address of the unit is in California and Maryland. Sales tax will be added to the total amount due if the unit is purchased.

**If renter does not return the BioBalance System at the end of the contract period, the entire purchase price of $2590 less rental and deposit fees, will be billed to the Renter’s credit card one day after the rental end date, and the BioBalance product will become his/her property. Applicable sales tax will be added to the total price upon purchase.**

After the deposit has been refunded, Renter is granted 6 months from return date to apply rental charges toward purchase of new system

**Waiver of Liability:** BioBalance products are not intended to be used to diagnose, treat, cure or prevent any disease. BioBalance products are not intended to replace conventional medical treatments but are to be used as a supportive and complementary application. BioBalance products have not been approved by the FDA. Please contact your doctor first when you have an existing health problem. The undersigned releases Dr Pawluk, www.drpawluk.com and its independent consultants from any claims, demands or legal actions and legal costs from any personal injury or death deemed as a result of a BioBalance product.

**Renter’s Signature** **Date**