

This document is an agreement between UAB Barkvilis (company code 304435184, registered address Bendorių kelias 39, Žemieji Rusokai, Užubaliai, Vilnius district) and you for the use of animal care services. By reserving services on the UAB Barkvilis website and providing your personal information, you unconditionally and irrevocably agree to comply with all obligations set forth in this Agreement. If you do not agree to unconditionally and irrevocably assume and comply with all obligations set forth in this Agreement, you have no right to use any UAB Barkvilis services. Please read carefully the terms of this agreement set out below. By checking the box next to "I agree to the terms of service," you confirm that you have read the entire Agreement, understand its content, unconditionally agree to all of the terms and conditions set forth therein, and agree to abide by them.

This agreement is entered into by:

UAB Barkvilis, company code 304435184, registered address Bendorių kelias 39, Žemieji Rusokai, Vilnius district (hereinafter referred to as "Barkvilis") and you (hereinafter referred to as the "Pet Owner"), each separately referred to as a "Party" and together as the "Parties", entered into this agreement for accepting an animal for temporary care (hereinafter referred to as the "Agreement").

I. Subject Matter of the Agreement

1. By this Agreement, the Pet Owner temporarily transfers a domestic animal (hereinafter referred to as the "Animal") to Barkvilis for care.
2. Barkvilis undertakes to temporarily care for the Animal and properly take care of it, provided that the Animal meets Barkvilis' requirements.
3. Barkvilis provides animal care services in its specially equipped premises located at Bendorių kelias 39, Žemieji Rusokai, Vilnius district.

II. Statements and obligations of the animal owner

1. The animal owner declares that they are the sole and rightful owner of the animal, and their ownership rights are not encumbered by any obligations to third parties or other encumbrances.
2. The animal owner is solely responsible for the behaviour and actions of their animal and the resulting consequences during the temporary care period provided by Barkvilis. The animal owner declares that Barkvilis will not be held responsible under any circumstances or conditions for the behaviour and actions of the animal during the temporary care period (during the term of this agreement) or after the animal is returned to the owner.
3. The animal owner declares that they do not object to Barkvilis taking and posting pictures of the animal during the temporary care period on Barkvilis's Facebook, Instagram account, website, articles, or television.
4. The animal owner agrees to provide Barkvilis with accurate and comprehensive information about the animal, including information about any diseases the animal may have (if any), its current health status, cases of aggression, and other information that is important for the animal's care, prior to signing the Agreement. If any damage is incurred due to incorrect or incomplete information about the animal, the animal owner shall fully compensate for it.

5. The animal owner agrees to provide information about the animal's vaccinations and their validity, and to provide documents confirming the animal's vaccination. If such documents are not provided, or if it is revealed that the information about the animal's vaccination is incorrect, Barkvilis has the right to refuse to accept the animal for temporary care or to immediately return the animal to the owner. The animal owner must accept the returned animal and compensate for any damage incurred by Barkvilis, its employees, or other persons due to incorrect or incomplete information about the animal's vaccinations.
6. The dog owner agrees to bring their dog to a day care centre for evaluation before leaving their dog for temporary care at Barkvilis's hotel. The evaluation is to assess the dog's ability to adapt to a new environment.
7. The animal owner undertakes to retrieve the animal within the agreed-upon and paid term. The animal owner agrees that if the animal is not retrieved on time and Barkvilis is not informed for more than 3 calendar days, the animal will be considered abandoned and handed over to an animal shelter.
8. The animal owner confirms that they are familiar with the rules of keeping the animal in Barkvilis and understands the natural risks and dangers that may arise during the temporary care of the animal, including (but not limited to) the fact that the animal may:
 - Get sick and/or die from diseases
 - Be injured by other animals and die from injuries
 - Escape
 - Suffer in case of fire, flood, or other natural disasters
 - Be stolen or killed by third parties, in which cases the Hotel is not responsible.
9. If the animal owner does not provide accurate and complete information as specified in Section 6 of this Agreement, including information about the animal's potential harm to people, other animals, or property, including aggression and contagious diseases, and if the animal causes harm to Barkvilis employees, Barkvilis or the animal owner's property, other visitors during the stay in Barkvilis, the animal owner undertakes to fully compensate for medical expenses, moral damages, and other losses in accordance with this Agreement and the laws of the Republic of Lithuania.
10. If the animal gets sick during temporary care, the animal owner undertakes to pay the veterinary clinic expenses.
11. If the animal suddenly dies during temporary care, the owner agrees to deliver the animal for examination to the National Food and Veterinary Risk Assessment Institute and cover all related expenses. The Institute does not return the remains of the animal and ensures appropriate further handling of the remains.

III. Barkvilis rights and obligations

1. The parties agree that Barkvilis is not liable for any damages, claims, losses, obligations, expenses, or costs arising from or related to the services provided by Barkvilis, except when they arise due to Barkvilis negligence, gross negligence, or willful misconduct.
2. Barkvilis undertakes to:
 - properly care for and look after the Animal, complying with the requirements of the laws regulating the care, keeping, use, transportation, and treatment of animals in the Republic of Lithuania; maintain cleanliness, properly disinfect premises; walk dogs at least 2 times a day; feed the Animal according to the manufacturer's recommended or owner's specified norm; tidy up the Animal's space at least once a day.

3. In the event of the Animal's illness or other health problems during temporary care and the necessary related actions, Barkvilis immediately informs the Animal's owner, who decides on the necessary actions in that case. When it is impossible to contact the Animal's owner and decisions on necessary actions must be made immediately, Barkvilis has the right to act at its discretion, including (but not limited to) delivering the Animal to a veterinarian or calling a veterinarian. The Animal's owner covers all expenses related to the above-mentioned actions.
4. Barkvilis reserves the right, if necessary and in order to ensure the safety of the Animal, other animals, employees, other individuals or property, to temporarily change the conditions and methods of keeping and caring for the Animal transferred for temporary care, and to take other necessary actions to achieve these objectives, and the Animal's owner undertakes to cover all additional expenses related to such changes.

IV. Force majeure (unforeseeable circumstances)

1. A Party shall not be held liable for any non-performance or partial performance of its obligations under this Agreement if the Party proves that it occurred due to unusual circumstances that the Parties could not control, foresee, avoid or eliminate by any means, such as government decisions and other acts that affected the Parties' activities, political unrest, strikes, declared and undeclared wars, armed conflicts, fires, floods, and other natural disasters. Circumstances of force majeure are those specified in Article 6.212 of the Civil Code of the Republic of Lithuania and in the rules on exemption from liability in force majeure circumstances.
2. A Party requesting to be released from liability must immediately notify the other Party in writing of the force majeure circumstances, but no later than within 3 (three) working days from the occurrence or clarification of such circumstances, providing evidence that it has taken all reasonable precautions and made every effort to reduce expenses or negative consequences, as well as to inform about the possible deadline for the performance of obligations. Notification is also required when the basis for non-performance of obligations disappears.
3. The basis for releasing a Party from liability arises from the moment of occurrence of force majeure circumstances or, if no timely notification was provided, from the moment of notification. If the Party fails to send the notification on time or fails to inform, it must compensate the other Party for the damage it suffered due to the failure to provide timely notification or due to the absence of any notification.

V. Payment and other terms

1. The Pet owner pays in advance for the services provided by Barkvilis. The service fee includes a 25 EUR reservation fee, which the Pet owner pays when ordering the service. If the reservation is cancelled, the reservation fee is non-refundable. The remaining amount for the services is paid by the Pet owner when the Pet is handed over to Barkvilis for care. If the Pet owner unilaterally terminates the contract without fault on the part of Barkvilis, payment for the services is not refunded and remains with the Hotel as compensation.
2. The contract is valid as long as the Pet owner uses Barkvilis services.
3. The parties may terminate this contract by mutual agreement in accordance with the laws of the Republic of Lithuania.

4. The parties confirm that they have read the Agreement, understood all the terms and obligations contained therein, and were provided with all the necessary information under the Agreement. The data provided in the Agreement is correct.
5. The parties undertake to act in good faith and fairly, to cooperate, and to seek to ensure the welfare of the Pet in all possible ways while performing the Agreement.
6. The parties undertake to protect and not disclose personal data to third parties without the consent of the other party, to use personal data in accordance with the laws of the Republic of Lithuania and only to the extent necessary for the implementation of the Agreement.
7. Disputes arising from the Agreement shall be resolved through negotiations, and in case of failure to reach an agreement, in accordance with the laws of the Vilnius city court.
8. This Agreement has been read and understood by the parties, its content and consequences are clear and understandable to the parties, and this Agreement is signed electronically as reflecting the true will of the parties at the time of concluding the Agreement.