

*Over the years, no matter how much we impress on our clients to come back to us if there are any problems, we have experienced a couple of instances where the family's circumstances have changed and we have not been given the opportunity to assist one of our puppies to be suitably rehomed. While we do not believe we have the need or right to have control over puppy once it has been adopted out, we do care enough to want to assist if circumstances change and ensure that the little people we've brought into the world have the best of opportunities for a lovely life. Therefore, it has been necessary to require a legally binding, written and signed agreement from our families to cover our rights as caring and responsible breeders and to continue to do the best we can for our puppies should family circumstances change or a situation prove unsuitable.*

**THIS RIGHT OF FIRST REFUSAL AGREEMENT** (this "Agreement"), dated and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made by and between

(Purchaser's name(s)) \_\_\_\_\_  
of \_\_\_\_\_ Postcode \_\_\_\_\_

Purchaser, (the "**Purchaser**") and Cavalrite Kennels the registered breeder of the subject puppy/dog identified below (the "**Breeder**").

**Right of First Refusal.** In the event the Purchaser for any reason or circumstance whatsoever intends to in any manner rehome the puppy/dog identified below the Purchaser shall give Cavalrite Kennels the right to purchase the puppy for a mutually agreed price no higher than the original purchase price paid by the Purchaser or to rehome the dog/puppy. This right shall be extended by Purchaser giving written notice of the intention to rehome said puppy, requiring Cavalrite Kennels to accept the offer in writing no later than fourteen (14) days from receipt of said notice. In the event that Cavalrite Kennels does not purchase or rehome the puppy on the terms set forth above, then the Right of First Refusal granted herein shall lapse.

### **NON-BREEDING AGREEMENT**

I/We, named above as Purchaser(s) purchased or otherwise acquired the dog, as noted below, from Cavalrite Kennels on the distinct understanding that **without** written permission being received from the Breeder in order to change the puppy/dog registration status and provision by me of a current Breeder's Prefix within 6 months of purchase of the dog:

- Within four weeks of completing receiving the puppy or dog I/we will be provided with a Certificate of Registration issued by Dogs Queensland showing myself/ourselves as the recorded owner of the puppy/dog
- The puppy/dog shall not be used for breeding purposes by me or any other person either purposely or inadvertently.
- I will provide Cavalrite Kennels with a copy of the puppy/dog's desexing certificate no later no later than 7 months from the date of birth of the puppy/dog. Should this agreement not be adhered to, or agreement for an extension not be reached, then Cavalrite Kennels will immediately be afforded the option by me to repurchase the puppy for a reasonable amount not more than the original purchase price and the puppy will be returned to the breeder immediately upon such payment.
- I agree that I will not lease or loan in any way the subject puppy/dog to anyone without the express and written approval of Cavalrite Kennels.
- No transfer of the dog shall be registered unless and until the new purchaser or purchasers have executed an agreement of identical terms to this agreement.

### **Details of Puppy/Dog**

Breed: .....

Registered name of dog: Cavalrite.....

Microchip number: .....

Purchaser(s) Signature(s) \_\_\_\_\_

Witness Name - print: \_\_\_\_\_

Witness' Signature: \_\_\_\_\_