

# LEMON LAWS

This table summarizes state laws requiring dealers of domestic animals to provide a warranty or return policy for animals that become ill or die within a specific time after the sale. For an overview of the law, generally, regarding a domestic animal purchaser's legal remedies if the animal is unfit for sale, see 35 A.L.R.2d 1273.

See also Pet Dealers chapter for a fuller understanding of the laws governing the sale of pets.

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
<p><b>ARIZONA</b> (Trade And Commerce – Regulations Concerning Particular Businesses – Pet Dealers) §44-1799.02 <i>Information statement; purchaser rights; notice</i></p>	<p>N/S</p>	<p>As per §44-1799:</p> <ul style="list-style-type: none"> <li>• "Pet dealer" means a person who owns a pet store.</li> <li>• "Pet store" means a commercial establishment that engages in a for-profit business of selling at retail cats, dogs or other animals (<b>excludes</b> commercial livestock operations, commercial livestock auction markets, publicly operated pounds, private not-for-profit humane society, or any animal adoption activity that a pound or humane society conducts off site at a commercial enterprise).</li> <li>• "Purchaser" means a person who purchases any cat or dog without intent to resell.</li> </ul> <p>Requires pet dealers to give the purchaser of a cat or dog a written statement at the time of sale containing:</p> <ul style="list-style-type: none"> <li>• Date and state of birth, if known, and the date the dealer received the animal;</li> <li>• Known immunizations and deworming treatments, including the dates of administration and the type and brand of vaccine or treatment;</li> <li>• Breed, sex, color and other identifying marks (<b>Note:</b> If animal is from a source that is licensed by the US department of agriculture, the individual tag, tattoo or color number must be included. If the breed is unknown or mixed, this must be stated.);</li> <li>• Any veterinary treatment or medication received while in the possession of dealer;</li> <li>• <u>Either</u> a statement signed by dealer and purchaser at sale that contains:             <ul style="list-style-type: none"> <li>○ A statement that a vet examined animal and animal has no</li> </ul> </li> </ul>	<p>As per §44-1799.08: A pet dealer who violates this article is subject to a civil penalty of not more than one thousand dollars per violation.</p>

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		<p>apparent disease or illness; and</p> <ul style="list-style-type: none"> <li>○ A statement that a vet examined animal and at the time of the exam animal had no apparent congenital or hereditary condition that would adversely affect animal's health at sale or that is likely to adversely affect the health of the animal in the future</li> <li>• OR a record of known disease, illness, hereditary or congenital condition that adversely affects the health of animal at sale or that is likely to do so in the future. Record must include a statement signed by a licensed vet that recommends necessary treatment and that verifies that the disease, illness or condition does not require hospitalization or nonelective surgery and is not likely to require it in the future. (<b>Note:</b> A vet's statement is not required for intestinal or external parasites.) The statement must be signed by dealer and purchaser.</li> </ul> <p>The purchaser must acknowledge receipt of required information in writing.</p> <p>At the time of sale and on request of the purchaser, a dealer must provide the prospective purchaser with written and legible notice of these rights.</p> <p>The following must be posted within close proximity of the cages or enclosures in which cats or dogs are offered for sale: "Pursuant to title 44, chapter 11, article 17, Arizona Revised Statutes, information on the source of the cat or dog and any veterinary treatment received by the cat or dog is available for review. You are entitled to a copy of the law describing your rights as a consumer."</p> <p><b>Note:</b> Under §44-1799.09, a contract under which a purchaser waives any rights under this article is void.</p>	
(Trade And Commerce – Regulations Concerning Particular Businesses – Pet Dealers) §44-1799.01	NS	<p>Requires pet dealers to have all dogs and cats examined by a licensed vet before offering the animals for sale.</p> <p>If an animal is found to have a contagious disease, dealer may return animal to the</p>	As per §44-1799.08: A pet dealer who violates this article is subject to a civil penalty of not more than one thousand dollars per violation.

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<i>Initial veterinary examination</i>		source or keep him/her separately from other animals and handle in a way that minimizes contagion.	
(Trade And Commerce – Regulations Concerning Particular Businesses – Pet Dealers) §44-1799.03 <i>Record keeping</i>	N/S	<p>Requires maintenance by dealers of written records on the health, status and disposition of each cat and dog for at least one year after sale.</p> <p>The records must contain all of the information required by §44-1799.02 and must be available to animal control officers, law enforcement officers and representatives of the county health or environmental services department for inspection during normal business hours.</p>	As per §44-1799.08: A pet dealer who violates this article is subject to a civil penalty of not more than one thousand dollars per violation.
(Trade And Commerce – Regulations Concerning Particular Businesses – Pet Dealers) §44-1799.05 <i>Purchaser remedies for sale of unfit cats or dogs; requirements; exceptions</i>	N/S	<p>A cat or dog is considered unfit for sale if either:</p> <ul style="list-style-type: none"> <li>• Within 15 days after the purchaser takes possession, a licensed vet states in writing that the cat or dog has become ill or symptomatic due to an illness, injury or other defect that existed before purchaser’s possession; or</li> <li>• Within 60 days after purchaser takes possession, a licensed vet states in writing that the animal has a congenital or hereditary condition that adversely affects the animal’s health or that requires (or is likely to require) hospitalization or nonelective surgery.</li> </ul> <p>The veterinary statement must contain:</p> <ul style="list-style-type: none"> <li>• Purchaser’s name and address;</li> <li>• Dates of examinations;</li> <li>• Type, breed and age of the cat or dog, if known;</li> <li>• A verification that the vet examined the cat or dog;</li> <li>• Statement that the cat or dog had an illness, congenital or hereditary problem that rendered the animal unfit for sale, or that resulted in death; and</li> <li>• The findings of the exam or necropsy, including lab results or copies of lab reports.</li> </ul> <p><b>Exceptions:</b> No reimbursement if:</p> <ul style="list-style-type: none"> <li>• Illness or death resulted from maltreatment, neglect or an injury that was sustained after the purchaser took possession;</li> <li>• Purchaser failed to carry out vet’s</li> </ul>	<p>If animal was unfit for sale, purchaser may choose the remedy:</p> <ul style="list-style-type: none"> <li>• Return for refund, including taxes;</li> <li>• If a replacement is available, exchange for an animal of the same species and of equivalent value and receive reimbursement for reasonable vet fees for diagnosis and treatment (maximum is original purchase price, including taxes); or</li> <li>• Retain animal and receive reimbursement for reasonable vet fees for diagnosis and treatment (maximum is original purchase price, including taxes).</li> </ul> <p>To obtain remedy, purchaser must:</p> <ul style="list-style-type: none"> <li>• Notify dealer in writing that animal has a medical or health problem, including a congenital or hereditary condition, within 5 days after a licensed vet diagnoses the problem and provide the vet’s name and telephone number;</li> <li>• If animal is ill or injured or has a congenital or hereditary condition, offer to present the animal to dealer, with copies of all records that are available to the purchaser regarding diagnosis and condition; and</li> <li>• If cat or dog dies within 15 days of purchase, give the dealer the vet’s written statement that the animal died from an illness that existed on or before the purchaser took possession. The purchaser is not</li> </ul>

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		<p>recommended treatment (if cost of the treatment and vet fees was less than the purchase price, including taxes);</p> <ul style="list-style-type: none"> <li>• At sale, the purchaser received the vet statement which disclosed the disease, illness or condition; or</li> <li>• The purchaser refuses to return all of the documents that were provided to the purchaser for the purpose of registering the cat or dog.</li> </ul>	<p>required to return the dead animal to the dealer.</p> <p>If cat or dog was unfit for sale and died or was euthanized by a licensed vet, the dealer must refund purchase price, including taxes.</p> <p>If purchaser is requesting a refund for reasonable vet expenses, an itemized bill of fees must accompany the vet statement and must include fees for examination, diagnosis and treatment.</p> <p>Unless dealer contests the demand for remedies, refunds and reimbursement are to be made within 30 days after receiving vet's statement or, if applicable, within 30 days after the date on which cat or dog is returned.</p> <p>As per §44-1799.08: A pet dealer who violates this article is subject to a civil penalty of not more than one thousand dollars per violation.</p>
(Trade And Commerce – Regulations Concerning Particular Businesses – Pet Dealers) §44-1799.06 <i>Contested actions; procedures</i>	N/S	The dealer may require purchaser to produce cat or dog for exam by a licensed vet at dealer's expense unless animal has died.	<p>If parties are unable to reach an agreement within 30 days after dealer's receipt of vet statement or the vet receives the cat or dog for exam, whichever is later, the purchaser may file a lawsuit or the parties may agree in writing to submit to binding arbitration.</p> <p>Attorneys' fees must be awarded if either party acts in bad faith.</p>
(Trade And Commerce – Regulations Concerning Particular Businesses – Pet Dealers) §44-1799.07 <i>Presumption of illness</i>	N/S	<p>There is a rebuttable presumption that an illness or a congenital or hereditary defect existed at the time of sale if cat or dog dies within 15 days after purchaser takes possession.</p> <p><b>Exception:</b> Intestinal or external parasites.</p>	N/A
<b>ARKANSAS</b> (Business And Commercial Law – Consumer Protection – Retail Pet Stores) §4-97-105 <i>Consumer guarantees</i>	1991	<p>Requires pet stores to provide consumers with a notice of rights at the time of sale which includes</p> <ul style="list-style-type: none"> <li>• animal's identifying number;</li> <li>• description, including breed, sex, and color;</li> <li>• date of sale;</li> <li>• name, address, and telephone number of the consumer; and</li> <li>• the sale price.</li> </ul>	If, within 10 days following the sale, a vet certifies an animal to be unfit for purchase due to illness, a congenital malformation which adversely affects the animal's health, or the presence of symptoms of a contagious or infectious disease, the store must provide the right to retain the animal and receive reimbursement from pet store for services from a vet (of the consumer's

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		<p>The notice may be contained in a written contract, an animal history certificate, or a separate document. Must be in 10-point boldface type.</p> <p>The store must certify information by signing the document.</p> <p>Certification must:</p> <ul style="list-style-type: none"> <li>• be made by a vet after examining the animal;</li> <li>• identify the type of animal, breed, sex, color, and the owner'</li> <li>• list the date, diagnosis, recommended treatment, if any;</li> <li>• estimate the cost of treatment; and</li> <li>• include the required notice of rights.</li> </ul> <p><b>Exceptions:</b></p> <ul style="list-style-type: none"> <li>• Intestinal parasites (unless the animal is clinically ill due to the parasites).</li> <li>• Injury sustained or illness contracted subsequent to the consumer's taking possession.</li> </ul> <p>[See §5-37-501, which prohibits altering the teeth of livestock to deceive buyers. Requires sellers to reveal material physical defects of the animal when selling the animal to another.]</p>	<p>choosing) for curing (or attempting to cure) the animal. Reimbursement maximum is the purchase price of the animal.</p> <p>Reimbursement does not include the costs of initial veterinary fees if those vet fees are not directly related to the vet certification that the animal is unfit.</p> <p>Reimbursement must be made no later than 10 business days following receipt of the signed veterinary certification.</p> <p>Certification must be presented to the store no later than 3 business days following its receipt by consumer.</p> <p>If a store contests a demand for reimbursement, the store can require the consumer to produce the animal for exam by a vet of store's choosing. If consumer and purchaser are unable to reach an agreement within 10 business days following receipt of the animal for this exam, consumer can file a lawsuit.</p>
<p><b>CALIFORNIA</b> (Health And Safety Code – Communicable Disease Prevention And Control – Veterinary Public Health And Safety – Sale Of Dogs And Cats – Sale Of Dogs By Breeders) <i>§122050 Disclosure to purchaser</i></p>	<p>1995</p>	<p>Requires dog breeders to deliver to the purchaser of each dog a written disclosure containing:</p> <ul style="list-style-type: none"> <li>• Breeder's name and address (if the breeder is licensed by the US Department of Agriculture, the federal dealer identification number must be stated).</li> <li>• Date of birth and the date of breeder's receipt. If dog is not advertised or sold as purebred, registered, or registerable, the date of birth may be approximated if unknown.</li> <li>• Breed, sex, color, and identifying marks. If from a U.S. Department of Agriculture licensed source, the individual identifying tag, tattoo, or collar number. Must indicate if the breed is unknown or mixed.</li> <li>• If being sold as purebred, the names and registration numbers of the sire and dam, and litter number, if known.</li> </ul>	<p>Health And Safety Code §122150: Any person violating any provision of this article other than Section 122205 shall be subject to a civil penalty of up to one thousand dollars (\$1,000) per violation. The action may be prosecuted in the name of the people of the State of California by the district attorney for the county where the violation occurred in the appropriate court or by the city attorney in the city where the violation occurred.</p>

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		<ul style="list-style-type: none"> <li>• Inoculations and worming treatments (dates of administration and the type of vaccine or treatment).</li> <li>• A record of any vet treatment or medication received while in breeder's possession and either: <ul style="list-style-type: none"> <li>○ A statement, signed by breeder at the time of sale, that: <ul style="list-style-type: none"> <li>▪ Dog has no known disease or illness; and</li> <li>▪ Dog has no known congenital condition that adversely affects the health of the dog (or that is likely to in the future);</li> </ul> </li> <li>○ OR a record of any known disease, illness, and any congenital condition that adversely affects dog's health at sale (or is likely to in the future) along with a statement signed by a vet authorizing the sale, suggesting necessary treatment, and verifying that the disease, illness, or condition does not require hospitalization or nonelective surgery (nor is likely to in the future). (<b>Exception:</b> Not required for parasites unless they make the dog clinically ill or are likely to.) The statement is valid for 7 days following exam by vet.</li> </ul> </li> </ul> <p>Statement must be signed by breeder (certifying accuracy) and purchaser (acknowledging receipt of the statement).</p> <p>All medical information required to be disclosed must be made orally to purchaser.</p>	
(Health And Safety Code – Communicable Disease Prevention And Control – Veterinary Public Health And Safety – Sale Of Dogs And Cats – Retail Sale Of Dogs And Cats) <i>§122140 Information statement for purchaser</i>	1995	Requires pet dealers to deliver to the purchaser of each dog and cat at the time of sale a written, standardized statement containing: <b>For cats:</b> <ul style="list-style-type: none"> <li>• The breeder's and broker's name and address, if known, or if not known, the source of the cat. If the person from whom the cat was obtained is a dealer licensed by the U.S. Department of Agriculture, the person's name, address, and federal dealer identification number;</li> </ul>	Health And Safety Code §122150: Any person violating any provision of this article other than Section 122205 shall be subject to a civil penalty of up to one thousand dollars (\$1,000) per violation. The action may be prosecuted in the name of the people of the State of California by the district attorney for the county where the violation occurred in the appropriate court or by the city attorney in the city where the violation occurred.

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		<ul style="list-style-type: none"> <li>• Date of birth;</li> <li>• Immunizations and worming treatments (dates of administration and the type of vaccine or treatment); and</li> <li>• A record of any known disease or sickness. This information also must be orally disclosed.</li> </ul> <p><b>For dogs:</b></p> <ul style="list-style-type: none"> <li>• Breeder's name and address (if not known, the source of dog). If the person from whom the dog was obtained is licensed by the U.S. Department of Agriculture, the person's name, address, and federal dealer identification number;</li> <li>• Date of birth and the date of dealer's receipt. If dog is not advertised or sold as purebred, registered, or registerable, the date of birth may be approximated if unknown;</li> <li>• Breed, sex, color, and identifying marks. If from a U.S. Department of Agriculture licensed source, the individual identifying tag, tattoo, or collar number. Must indicate if the breed is unknown or mixed;</li> <li>• If being sold as purebred, the names and registration numbers of the sire and dam, and the litter number, if known;</li> <li>• Inoculations and worming treatments (dates of administration and the type of vaccine or treatment);</li> <li>• A record of any vet treatment or medication received while in dealer's possession and either: <ul style="list-style-type: none"> <li>○ A statement, signed by dealer at the time of sale, that: <ul style="list-style-type: none"> <li>▪ Dog has no known disease or illness; and</li> <li>▪ Dog has no known congenital condition that adversely affects the health of the dog (or that is likely to do so in the future)</li> </ul> </li> <li>○ OR a record of any known disease, illness, and any congenital condition that adversely affects dog's health at sale (or is likely to do so in the future) along with a statement</li> </ul> </li> </ul>	

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		<p>signed by a vet authorizing the sale, suggesting necessary treatment, and verifying that the disease, illness, or condition does not require hospitalization or nonelective surgery (nor is likely to in the future). (<b>Exception:</b> Not required for intestinal or external parasites unless they make the dog clinically ill or are likely to do so.) The statement is valid for 7 days following exam by vet.</p> <p>Statement must be signed by dealer certifying accuracy and purchaser acknowledging receipt of the statement.</p> <p>All medical information required to be disclosed must be made orally to purchaser.</p> <p><b>Exception</b> as per Health And Safety Code §122125: Publicly operated pounds and humane societies.</p> <p>[See Health And Safety Code §122137, which encourages pet dealers to encourage spaying/neutering by providing certain materials at the sale of each dog or cat, encourage new dog and cat owners to seek vet care, and facilitate dog licensing.]</p>	
(Health And Safety Code – Communicable Disease Prevention And Control – Veterinary Public Health And Safety – Sale Of Dogs And Cats – Retail Sale Of Dogs And Cats) §122145 Records	1995	<p>A dealer must maintain a written record on the health, status, and disposition of each dog and cat for 1 year after disposition of the animal. The record also must contain all information required to be disclosed by §§ 122140 and 122220. Those records must be available to humane officers, animal control officers, and law enforcement officers for inspection during normal business hours.</p> <p><b>Exception</b> as per Health And Safety Code §122125: Publicly operated pounds and humane societies.</p> <p>[See Health And Safety Code §122210, which requires pet dealers to apply certain disease prevention methods.]</p>	<p>Health And Safety Code §122150: Any person violating any provision of this article other than Section 122205 shall be subject to a civil penalty of up to one thousand dollars (\$1,000) per violation. The action may be prosecuted in the name of the people of the State of California by the district attorney for the county where the violation occurred in the appropriate court or by the city attorney in the city where the violation occurred.</p>
(Health And Safety Code – Communicable Disease Prevention	1995	<p>Dog sold by pet dealer is considered unfit for sale if a licensed vet states in writing:</p> <ul style="list-style-type: none"> <li>• That, within 15 days after the purchaser took possession of dog, the</li> </ul>	<p>Health And Safety Code §122150: Any person violating any provision of this article other than Section 122205 shall be subject to a civil penalty of up</p>

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And Control – Veterinary Public Health And Safety – Sale Of Dogs And Cats – Retail Sale Of Dogs And Cats) <i>§122160 Purchasers            remedies after sale of            unfit dog</i>		<p>dog became ill due to an illness that existed on or before delivery; or</p> <ul style="list-style-type: none"> <li>• That, if within 1 year after purchaser took possession of dog, the dog has a congenital condition that adversely affects dog’s health or that requires (or is likely in the future to require) hospitalization or nonelective surgery.</li> </ul> <p><b>Exception</b> as per Health And Safety Code §122125: Publicly operated pounds and humane societies.</p>	<p>to one thousand dollars (\$1,000) per violation. The action may be prosecuted in the name of the people of the State of California by the district attorney for the county where the violation occurred in the appropriate court or by the city attorney in the city where the violation occurred.</p> <p>If dog is unfit for sale, the dealer must provide one of the following remedies that the purchaser elects:</p> <ul style="list-style-type: none"> <li>• Return the dog for a refund of the purchase price plus taxes, and reimbursement for reasonable vet fees (maximum is original purchase price plus tax);</li> <li>• Exchange the dog for a dog of the purchaser's choice of equivalent value (if such a dog is available) and reimbursement for reasonable vet fees (maximum is original purchase price plus tax);</li> <li>• Retain the dog, and reimbursement for reasonable vet fees (maximum is 150% of original purchase price plus tax); or</li> <li>• If dog has died (regardless of the date of death), obtain a refund for the purchase price plus tax, or a replacement of equivalent value of the purchaser's choice and reimbursement for reasonable vet fees (maximum is original purchase price plus tax), if a licensed vet states in writing either of the following:               <ol style="list-style-type: none"> <li>(1) That the dog died due to an illness or disease that existed within 15 days after the purchaser obtained physical possession of the dog; or</li> <li>(2) That the dog died due to a congenital condition that was diagnosed by the vet within 1 year after the purchaser obtained physical possession.</li> </ol> </li> </ul>
(Health And Safety Code – Communicable Disease Prevention And Control – Veterinary Public Health And Safety –	1995	<p><b>Exception</b> as per Health And Safety Code §122125: Publicly operated pounds and humane societies.</p>	<p>Health And Safety Code §122150: Any person violating any provision of this article other than Section 122205 shall be subject to a civil penalty of up to one thousand dollars (\$1,000) per violation. The action may be prosecuted in the name of the people of</p>

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Sale Of Dogs And Cats – Retail Sale Of Dogs And Cats) <i>§122170</i> <i>Requirements to obtain remedies</i>			<p>the State of California by the district attorney for the county where the violation occurred in the appropriate court or by the city attorney in the city where the violation occurred.</p> <p>To obtain the remedy described in §122160, the purchaser must substantially fulfill the following:</p> <ul style="list-style-type: none"> <li>• Notify the dealer as soon as possible (but no more than 5 days) after the diagnosis by a licensed vet of a medical or health problem, including a congenital condition and name and telephone number of vet;</li> <li>• Return the dog (no more than 5 days after vet’s statement) in the case of illness, along with a written statement from a licensed vet that the dog is unfit for purchase due to illness, a congenital condition, or the symptoms of a contagious or infectious disease that existed on or before delivery to the purchaser, and that adversely affects dog’s health; and</li> <li>• Provide dealer (in the event of death) with a written statement from a licensed vet stating that the dog died from an illness that existed on or before delivery. Not necessary to return the dead dog.</li> </ul>
(Health And Safety Code – Communicable Disease Prevention And Control – Veterinary Public Health And Safety – Sale Of Dogs And Cats – Retail Sale Of Dogs And Cats) <i>§122175 Refund, replacement, or reimbursement of veterinary fees</i>	1995	<p><b>Exceptions (thwarting the remedies described above):</b></p> <ul style="list-style-type: none"> <li>• Illness or death resulted from maltreatment, neglect, injury sustained, or illness contracted subsequent to the delivery to purchaser.</li> <li>• Purchaser failed to carry out recommended treatment of examining vet who made the initial diagnosis. (<b>Exception:</b> If cost for treatment and vet fee would exceed the purchase price of the dog including tax.)</li> <li>• A vet’s statement was provided to the purchaser at time of sale disclosing the disease, illness, or condition. (<b>Exception:</b> If, within 1 year after the purchaser took possession, a licensed vet states in writing that the disease, illness, or condition requires [or is</li> </ul>	N/A

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		<p>likely to in the future] hospitalization or nonelective surgery or that the disease, illness, or condition resulted in the dog’s death.)</p> <ul style="list-style-type: none"> <li>• Purchaser refuses to return to dealer all documents provided to purchaser for purebred registration. (<b>Exception:</b> If purchaser certifies that the documents were inadvertently lost or destroyed.)</li> </ul>	
<p>(Health And Safety Code – Communicable Disease Prevention And Control – Veterinary Public Health And Safety – Sale Of Dogs And Cats – Retail Sale Of Dogs And Cats) §122180 <i>Veterinarian’s statement</i></p>	<p>1995</p>	<p>The vet’s statement required by §122160 must include:</p> <ul style="list-style-type: none"> <li>• Purchaser's name and address;</li> <li>• The dates dog was examined;</li> <li>• Breed and age, if known;</li> <li>• That the vet examined dog;</li> <li>• That dog has or had an illness rendering it unfit for purchase or resulting in death;</li> <li>• Precise findings of the exam or necropsy, including lab results or copies of lab reports; and</li> <li>• If a refund for reasonable vet expenses is requested, must be accompanied by an itemized bill of fees for the diagnosis and treatment of the illness or congenital condition.</li> </ul> <p><b>Exception</b> as per Health And Safety Code §122125: Publicly operated pounds and humane societies.</p>	<p>Health And Safety Code §122150: Any person violating any provision of this article other than Section 122205 shall be subject to a civil penalty of up to one thousand dollars (\$1,000) per violation. The action may be prosecuted in the name of the people of the State of California by the district attorney for the county where the violation occurred in the appropriate court or by the city attorney in the city where the violation occurred.</p> <p>Refunds and payment of reimbursable expenses must be paid (unless contested):</p> <ul style="list-style-type: none"> <li>• no later than 10 business days following receipt of vet statement; or</li> <li>• no later than 10 business days after the dog is returned to dealer.</li> </ul>
<p>(Health And Safety Code – Communicable Disease Prevention And Control – Veterinary Public Health And Safety – Sale Of Dogs And Cats – Retail Sale Of Dogs And Cats) §122185 <i>Procedure to contest demand for remedies</i></p>	<p>1995</p>	<p><b>Exception</b> as per Health And Safety Code §122125: Publicly operated pounds and humane societies.</p>	<p>To dispute a demand for remedies, the dealermay (<b>except</b> where the dog has died) require purchaser to produce the dog for examination by a licensed vet of dealer’s choosing and at dealer’s expense.</p> <p>If parties are unable to reach an agreement within 10 business days following receipt by dealer of the vet statement, or following receipt of the dog for examination by vet (whichever is later), purchaser may initiate a lawsuit to resolve the dispute or the parties may submit to binding arbitration (if mutually agreed on in writing).</p> <p>Attorneys’ fees may be ordered if either party acts in bad faith.</p>
<p>(Health And Safety Code –</p>	<p>1995</p>	<p>States specific language (in a notice of rights that must be in a certain font size</p>	<p>Health And Safety Code §122150: Any person violating any provision of</p>

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Communicable Disease Prevention And Control – Veterinary Public Health And Safety – Sale Of Dogs And Cats – Retail Sale Of Dogs And Cats) <i>§122190 Written notice of purchaser’s rights</i>		and type) that must be provided to purchasers of dogs at the time of sale. This notice must also be provided to prospective purchasers if requested.  <b>Exception</b> as per Health And Safety Code §122125: Publicly operated pounds and humane societies.  [See §§122310 and 122315 for required notice for pedigreed dogs sold by dealer or breeder.]	this article other than Section 122205 shall be subject to a civil penalty of up to one thousand dollars (\$1,000) per violation. The action may be prosecuted in the name of the people of the State of California by the district attorney for the county where the violation occurred in the appropriate court or by the city attorney in the city where the violation occurred.
(Health And Safety Code – Communicable Disease Prevention And Control – Veterinary Public Health And Safety – Sale Of Dogs And Cats – Retail Sale Of Dogs And Cats) <i>§122205 Sale of diseased dog by retail pet dealer; Civil penalty</i>	1995	Prohibits dealers from knowingly selling a dog that is diseased, ill, or has a condition, which requires hospitalization or surgery.  <b>Exception:</b> If the illness is included in the signed statement required by §122140.  <b>Exception</b> as per Health And Safety Code §122125: Publicly operated pounds and humane societies.	<b>Civil penalty:</b> Maximum \$1,000 and/or maximum 30-day prohibition from selling dogs.  <b>2<sup>nd</sup> Offense:</b> Civil penalty maximum \$2,500 and/or maximum 90-day prohibition from selling dogs.  <b>3<sup>rd</sup> Offense:</b> Civil penalty maximum \$5,000 and/or maximum 6-month prohibition on selling dogs.  <b>4<sup>th</sup> and Subsequent Offenses:</b> Civil penalty maximum \$10,000 and/or maximum 1-year prohibition from selling dogs.  <b>Note:</b> Violations that occurred more than 5 years prior to the most recent violation are not considered.
(Health And Safety Code – Communicable Disease Prevention And Control – Veterinary Public Health And Safety – Sale Of Dogs And Cats – Retail Sale Of Dogs And Cats) <i>§122210 Veterinarian’s examination required before dog offered for sale; Ill dogs caged separately</i>	1995	Prohibits pet dealers from offering a dog for sale until the dog has been examined by a licensed vet. Dogs must be examined within 5 days of receipt and once every 15 days after that. Dealer must provide any sick dog with proper vet care without delay.  Any dog diagnosed with a contagious or infectious disease, illness, or condition must be caged separately from healthy dogs until a licensed vet determines the dog is free from contagion or infection. [See the statute for specific requirements applying to the quarantine area.]  If the vet deems the dog unfit for purchase due to a disease, illness, or congenital condition, any of which is fatal or likely to cause the dog to suffer, the vet must humanely euthanize the dog and provide	Health And Safety Code §122150: Any person violating any provision of this article other than Section 122205 shall be subject to a civil penalty of up to one thousand dollars (\$1,000) per violation. The action may be prosecuted in the name of the people of the State of California by the district attorney for the county where the violation occurred in the appropriate court or by the city attorney in the city where the violation occurred.

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		<p>dealer with a written statement on reasons for euthanasia. Otherwise, the dealer must have a vet treat the dog or surrender the dog to a humane organization that consents to accept the dog.</p> <p>If a dog is returned to dealer due to illness, disease, or a congenital condition requiring vet care, dealer must provide vet care.</p> <p><b>Exception</b> as per Health And Safety Code §122125: Publicly operated pounds and humane societies.</p>	
<p>(Health And Safety Code – Communicable Disease Prevention And Control – Veterinary Public Health And Safety – Sale Of Dogs And Cats – Retail Sale Of Dogs And Cats) §122220 <i>Information available for prospective purchasers of dogs</i></p>	1995	<p>Requires dealers to conspicuously post (within close proximity to cages of dogs offered for sale) a notice containing the following language in 100-point type:</p> <p>"Information on the source of these dogs, and veterinary treatments received by these dogs is available for review."</p> <p>"You are entitled to a copy of a statement of consumer rights."</p> <p>Requires dealers to immediately make available to prospective purchasers (on request) all information required by §§ 122140 and 122190.</p> <p><b>Exception</b> as per Health And Safety Code §122125: Publicly operated pounds and humane societies.</p>	<p>Health And Safety Code §122150: Any person violating any provision of this article other than Section 122205 shall be subject to a civil penalty of up to one thousand dollars (\$1,000) per violation. The action may be prosecuted in the name of the people of the State of California by the district attorney for the county where the violation occurred in the appropriate court or by the city attorney in the city where the violation occurred.</p>
<p><b>COLORADO</b> (Agriculture – Pet Animal Care – Pet Animal Care And Facilities Act) §35-80-107 <i>Record-keeping requirements</i></p>	1994	<p>Requires each pet animal facility to keep and maintain records for 2 years. The records must be kept at the address specified in the licensee's application.</p>	<p>[Civil] As per §35-80-113, maximum \$1,000 fine per violation.</p> <p>As per §35-80-109, the commissioner of agriculture enforces this statute/article.</p> <p>As per §35-80-111, the commissioner can issue cease &amp; desist orders or obtain an injunction.</p> <p>See §35-80-110 for the agriculture commissioner's inspection, investigation and access authority regarding pet animal facilities.</p> <p>See §35-80-112 for disciplinary actions and grounds for denial of license.</p>
<p>(Agriculture – Pet Animal Care – Pet</p>	1994	<p>Prohibits any person or entity from:</p> <ul style="list-style-type: none"> <li>• importing or possessing birds of a</li> </ul>	<p>[Civil] As per §35-80-113, maximum \$1,000 fine per violation.</p>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
<p>Animal Care And Facilities Act) §35-80-108 <i>Unlawful acts</i></p>		<p>species that must be banded (per the commissioner’s designation) if the birds have not been banded;</p> <ul style="list-style-type: none"> <li>• selling, transferring, possessing, or importing (or causing the importation of) turtles less than 4 inches long or nonhuman primates; and</li> <li>• altering or falsifying any vet health certificate or vet inspection certificate [as per §35-80-114, this is a class 2 misdemeanor].</li> </ul> <p><b>Exceptions:</b></p> <ul style="list-style-type: none"> <li>• Primates owned by zoos or federally licensed research institutes.</li> <li>• Primates kept as household pets if owned prior to 7/1/73.</li> <li>• Specially trained primates kept by a disabled person.</li> </ul> <p>Prohibits pet animal facilities from:</p> <ul style="list-style-type: none"> <li>• making any misrepresentations or false promises through ads, employees or otherwise in connection with business operations (if the business is licensed or if a license app is pending); and</li> <li>• failing to take reasonable care to release for sale, trade, or adoption only those pet animals that are free of undisclosed disease, injury, or abnormality.</li> </ul> <p>[See the Pet Dealers chapter for additional provisions under this statute.]</p>	<p>As per §35-80-109, the commissioner of agriculture enforces this statute/article.</p> <p>As per §35-80-111, the commissioner can issue cease &amp; desist orders or obtain an injunction.</p> <p>See §35-80-112 for disciplinary actions and grounds for denial of license.</p>
<p><b>CONNECTICUT</b> (Agriculture. Domestic Animals – Dogs And Other Companion Animals. Kennels And Pet Shops) §22-344b <i>Pet shop required to have dogs and cats examined by veterinarian. Replacement or refund. Penalty.</i></p>	<p>N/S</p>	<p>Requires that pet shops provide for veterinary exams of dog and cats prior to being offered for sale and every 15 days after that until sold. They must maintain a record for each dog or cat of the vet services rendered.</p> <p><b>Exception:</b> If illness or death resulted from maltreatment or neglect by a person other than the licensee, his agent or employee.</p> <p>[See §22-344 for licensing &amp; sanitation provisions. See §22-344c for town rules regarding sanitation and breeding facilities.]</p>	<p>If, within 15 days after sale, a dog or cat becomes ill or dies from an illness which existed at the time of the sale, the licensed dealer must (at the option of the consumer) replace the animal or refund full purchase price:</p> <ul style="list-style-type: none"> <li>• For illness, on return of the animal to the shop and receipt of a certificate from a licensed vet stating that the animal is ill from a condition which existed at sale.</li> <li>• For death, on receipt of a certificate from a licensed vet stating that death was due to illness, which existed at sale. Return of dead animal is not required.</li> </ul>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
			<p>Costs for services and medications provided by a vet for the illness must be reimbursed (maximum \$200).</p> <p><b>Violations:</b> Maximum \$500 fine per animal.</p>
<p>(Agriculture. Domestic Animals – Dogs And Other Companion Animals. Kennels And Pet Shops) §22-344d <i>Signs required in pet shops selling dogs. Penalty.</i></p>	<p>N/S</p>	<p>Requires the posting of a 3” x 5” sign on the cage of each dog offered for sale in a pet shop. The sign, printed in black lettering on a white background, must list the breed, the locality and state of birth, and the individual identification number listed on the certificate of vet inspection from the state of origin.</p> <p>Requires a readily visible sign where the dogs are offered for sale. The sign must be in 38-point size in black letters on white background and state:</p> <p>"THE FOLLOWING INFORMATION IS ALWAYS AVAILABLE ON ALL OUR PUPPIES: DATE OF BIRTH, THE STATE OF BIRTH, BREED, SEX AND COLOR, THE DATE THE PET SHOP RECEIVED THE PUPPY, THE NAMES AND REGISTRATION NUMBERS OF THE PARENTS (FOR AKC REGISTERABLE PUPPIES), RECORD OF INOCULATIONS AND WORMING TREATMENTS AND ANY RECORD OF ANY VETERINARY TREATMENT OR MEDICATIONS RECEIVED TO DATE."</p> <p>Sign must include telephone number at the Department of Agriculture to make complaints about diseased or disabled animals offered for sale.</p>	<p>Civil penalty: Up to \$500. The Attorney General, upon complaint of the Commissioner of Agriculture, may institute a civil action in the superior court for the judicial district of Hartford to recover the penalty specified in this section.</p>
<p>(Agriculture. Domestic Animals – Dogs And Other Companion Animals. Kennels And Pet Shops) §22-354 <i>Imported dogs and cats. Health certificates. Importation from rabies quarantine area. Puppies and kittens. Sale of young puppies and kittens.</i></p>	<p>1951</p>	<p>Requires that any dog or cat imported into the state be accompanied by a certificate of health issued by a vet stating that:</p> <ul style="list-style-type: none"> <li>• the dog or cat is free from symptoms of any infectious, contagious or communicable disease; and</li> <li>• if the cat or dog is 3 months or older, that he/she has a current rabies vaccination.</li> </ul> <p>A copy of the certificate must be forwarded to the commissioner from the state of origin.</p> <p>Prohibits importing or exporting (for sale)</p>	<p>Any person, firm or corporation violating the provisions of this section or bringing any dog or cat into this state from an area under quarantine for rabies shall be fined not more than one hundred dollars or imprisoned not more than thirty days or both.</p>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		<p>or offering for sale any dog or cat under 8 weeks old. <b>Exception:</b> If the animal is transported with his/her dam.</p> <p>Prohibits selling any dog or cat less than 8 weeks old.</p>	
<p><b>DELAWARE</b> (Commerce And Trade – Other Laws Relating To Commerce And Trade – Pet Warranties) <i>Del. Code Ann. tit. 6, §4002 Information required at time of sale</i></p>	N/s	<p>Requires sellers to deliver (at the time of sale) to dog purchasers a written statement containing:</p> <ul style="list-style-type: none"> <li>• Date of birth, if known;</li> <li>• Breeder's name and address (if unknown, the name and address of person who sold animal to seller);</li> <li>• Date the seller received the animal (if not bred by seller);</li> <li>• Breed, sex, color, and identifying marks. If from a USDA licensed source, the animal's identifying tag, tattoo or collar number. If breed is unknown or mixed, must state it;</li> <li>• If being sold as registrable, the names and registration numbers of sire and dam, and litter number;</li> <li>• Record of inoculations and worming treatments (dates of administration and the type of vaccine or treatment); and</li> <li>• Record of diagnosis, treatment or medication received from a vet while in seller's possession.</li> </ul> <p><b>Exceptions</b> as per §4001:</p> <ul style="list-style-type: none"> <li>• The sale of dogs on the premises of (and by) a public shelter, pound or other nonprofit entity; and</li> <li>• Persons selling fewer than 20 dogs or 3 litters (whichever is greater) in a single calendar year.</li> </ul>	Purchaser's remedies set forth in § 4005.
<p>(Commerce And Trade – Other Laws Relating To Commerce And Trade – Pet Warranties) <i>Del. Code Ann. tit. 6, §4003 Seller disclosure</i></p>	N/S	<p>Requires that a written disclosure signed and dated by seller and purchaser be provided at the time of sale of a dog. The disclosure must indicate:</p> <ul style="list-style-type: none"> <li>• That dog has no known disease or illness, nor any known congenital condition that adversely affects the health of the dog at sale (or is likely to in the future); or</li> <li>• Any known disease, illness or congenital condition that adversely affects the health of the dog (or is likely to in the future).</li> <li>• If dog has not received a veterinary</li> </ul>	Purchaser's remedies set forth in § 4005.

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		<p>exam prior to sale.</p> <p><b>Exceptions</b> per §4001:</p> <ul style="list-style-type: none"> <li>• The sale of dogs on the premises of (and by) a public shelter, pound or other nonprofit entity; and</li> <li>• Persons selling fewer than 20 dogs or 3 litters (whichever is greater) in a single calendar year.</li> </ul>	
<p>(Commerce And Trade – Other Laws Relating To Commerce And Trade – Pet Warranties) <i>Del. Code Ann. tit. 6, §4004 Record keeping</i></p>	N/S	<p>Requires maintenance of the written record on the health, status and disposition of each dog sold for 2 years following the sale. The record must contain all of the information required to be disclosed by §§ 4002 and 4003. Records must be available to animal control and law enforcement officers for inspection and copying during normal business hours.</p> <p><b>Exceptions</b> per §4001:</p> <ul style="list-style-type: none"> <li>• The sale of dogs on the premises of (and by) a public shelter, pound or other nonprofit entity; and</li> <li>• Persons selling fewer than 20 dogs or 3 litters (whichever is greater) in a single calendar year.</li> </ul>	Purchaser's remedies set forth in § 4005.
<p>(Commerce And Trade – Other Laws Relating To Commerce And Trade – Pet Warranties) <i>Del. Code Ann. tit. 6, §4005 Purchaser remedies (dogs)</i></p>	N/S	<p>Allows a purchaser to obtain remedies if:</p> <ul style="list-style-type: none"> <li>• Within 20 days after the purchase, a vet states in writing that dog suffers or has died from an illness, disease or other defect adversely affecting the dog's health that existed on or before delivery; or</li> <li>• Within 2 years of purchase, a vet states in writing that the dog possesses or has died from a congenital condition adversely affecting the health of the dog or that requires hospitalization or nonelective surgery.</li> </ul> <p><b>Exceptions</b> per §§ 4001, 4005, and 4007):</p> <ul style="list-style-type: none"> <li>• Illness or death resulted from maltreatment or neglect (or from injury sustained or illness contracted) after delivery;</li> <li>• Purchaser failed to carry out the recommended treatment prescribed by vet who made the initial diagnosis (<b>exception:</b> if the cost of treatment and vet's fee would exceed the purchase price of the dog);</li> <li>• Illness, disease or condition was disclosed at the time of sale;</li> </ul>	<p>Purchaser may choose either remedy:</p> <ul style="list-style-type: none"> <li>• To return the dog for a full refund of purchase price and reimbursement for reasonable vet fees (maximum is original purchase price);</li> <li>• To exchange the dog for one of purchaser's choice having comparable value (if a replacement is available) and receive reimbursement for reasonable vet fees (maximum is original purchase price); or</li> <li>• To retain the dog and receive reimbursement for reasonable vet fees (maximum is original purchase price).</li> </ul> <p>Unless contested, refunds and reimbursement must be paid by dealer /seller no later than 10 business days after receipt of vet statement required by §4006.</p>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		<ul style="list-style-type: none"> <li>• Purchaser fails to return all documents provided for registering the dog;</li> <li>• If a refund for reasonable vet expenses is being requested, the vet statement must be accompanied by an itemized bill of fees appropriate for the diagnosis and treatment of the illness or congenital condition;</li> <li>• Parasites (unless they make dog clinically ill);</li> <li>• The sale of dogs on the premises of (and by) a public shelter, pound or other nonprofit entity; and</li> <li>• Persons selling fewer than 20 dogs or 3 litters (whichever is greater) in a single calendar year.</li> </ul>	
(Commerce And Trade – Other Laws Relating To Commerce And Trade – Pet Warranties) <i>Del. Code Ann. tit. 6, §4006 Purchaser's obligations</i>	N/S	<b>Exceptions per §4001:</b> <ul style="list-style-type: none"> <li>• The sale of dogs on the premises of (and by) a public shelter, pound or other nonprofit entity; and</li> <li>• Persons selling fewer than 20 dogs or 3 litters (whichever is greater) in a single calendar year.</li> </ul>	To obtain the remedy under §4005, the purchaser must: <ul style="list-style-type: none"> <li>• Notify seller within 10 days after the diagnosis by a vet of a medical or health problem, and provide the name and telephone number of the vet;</li> <li>• For illness or disease, provide a written statement from a vet within 10 days of diagnosis stating that dog is clinically ill, suffers from a congenital condition, or has symptoms of a contagious disease that existed on or before delivery and adversely affects the health of the dog;</li> <li>• At seller's request, purchaser must take the dog for an exam by a vet of seller's choosing and cost;</li> <li>• For death, seller may have his or her vet perform a necropsy.</li> </ul> Vet's statement must include: <ul style="list-style-type: none"> <li>• Purchaser's name and address;</li> <li>• Dates examined;</li> <li>• Breed and age, if known;</li> <li>• That the vet examined the dog;</li> <li>• That the dog has an illness or condition subject to a remedy under §4005; and</li> <li>• Precise findings of exam or necropsy, including lab results or copies of them.</li> </ul>
(Commerce And Trade – Other Laws Relating To	N/S	N/A	If seller is contesting the remedy, seller may ( <b>except</b> in the case of death) have the dog examined by a licensed

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
Commerce And Trade – Pet Warranties) <i>Del. Code Ann. tit. 6,            §4008 Contested            cases</i>			vet of seller’s choosing and expense.  If, following examination of the animal by the seller's chosen veterinarian, the purchaser and the seller are unable to reach an agreement within 10 business days, the purchaser may initiate an action in a court of competent jurisdiction to resolve the dispute, or the parties may submit to binding arbitration if mutually agreed upon by the parties in writing. Any court having jurisdiction in a damages or trespass action for the amount in controversy shall have jurisdiction under this chapter.  The purchaser can obtain attorney's fees and court costs if seller acted in bad faith in denying the remedy.
(Commerce And Trade – Other Laws Relating To Commerce And Trade – Pet Warranties) <i>Del. Code Ann. tit. 6,            §4009 Notice</i>	N/S	Requires posting a notice in a conspicuous location stating that purchasers of animals have specific rights under law and that a written statement of such rights is available on request. The notice must be in 100-point type and state:  "Purchasers of dogs from this seller are entitled to specific rights under the law. Purchasers must be provided a written copy of such rights at the time of sale. Prospective purchasers may receive a copy of such rights from the seller upon request."  Sellers must (at the time of sale or on request by prospective purchaser) provide a written notice of rights. The notice must be signed by the parties at sale (acknowledging receipt).  Sellers of animals sold with the representation that the animals are purebred must provide to purchaser the following written notice, signed by purchaser and seller at sale:  "A pedigree or a registration does not assure proper breeding condition, health, quality or claims to lineage."  <b>Exceptions per §4001:</b> <ul style="list-style-type: none"> <li>• The sale of dogs on the premises of</li> </ul>	Purchaser’s remedies set forth in § 4005.

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		<p>(and by) a public shelter, pound or other entity operating as a nonprofit organization under Delaware law; and</p> <ul style="list-style-type: none"> <li>• Persons selling fewer than 20 dogs or 3 litters (whichever is greater) in a single calendar year.</li> </ul>	
<p>(Commerce And Trade – Other Laws Relating To Commerce And Trade – Pet Warranties) <i>Del. Code Ann. tit. 6, §4011</i> <i>Misrepresentation as to registration or breed; remedies</i></p>	N/S	<p>Prohibits a seller from representing (directly or indirectly) to a purchaser that an animal is pedigreed unless the seller provides to the seller the documents necessary for registration within 120 days after sale.</p> <p>[Remedy also applies if seller made a material misrepresentation regarding the animal’s breed.]</p>	<p>Purchaser can:</p> <ul style="list-style-type: none"> <li>• retain the animal and receive a refund of 75% of purchase price; or</li> <li>• return the animal (and all documentation) for a full refund.</li> </ul> <p>Purchaser must provide written notice to the seller.</p>
<p><b>FLORIDA</b> (Crimes – Animals: Cruelty; Sales; Animal Enterprise Protection) <i>§828.29 Dogs and cats transported or offered for sale; health requirements; consumer guarantee</i></p>	1981	<p>Requires that dogs transported into the state for sale must have required tests, vaccines, and anthelmintics administered under the direction of a licensed vet. They must be administered 14-30 days before entry into Florida. The certificate of vet inspection ensuring compliance must accompany each dog so transported.</p> <p>For dogs offered for sale in the state, the tests, vaccines, and anthelmintics must be administered before being offered for sale (<b>exception:</b> if the vet certifies on the inspection certificate that to inoculate or deworm the dog is not in the dog’s best medical interest).</p> <p>Each dog must receive:</p> <ul style="list-style-type: none"> <li>• DHLPP vaccines;</li> <li>• Bordetella inoculation;</li> <li>• Rabies vaccine (if the dog is over 3 months of age); and</li> <li>• Deworming for roundworms and hookworms.</li> </ul> <p>If the dog is under 4 months, the tests, vaccines, and anthelmintics must be administered no more than 21 days before sale. If 4 months or older, they must be administered at or after 3 months of age, but no more than 1 year before sale.</p> <p>For each cat transported into the state for sale, the tests, vaccines, and anthelmintics required must be administered under the direction of a licensed vet. They must be administered 14-30 days before the cat’s</p>	<p>The consumer gets a remedy if:</p> <ul style="list-style-type: none"> <li>• Within 14 days following the sale, a vet certifies that, at the time of the sale: <ul style="list-style-type: none"> <li>○ the animal was unfit for purchase due to illness or disease; or</li> <li>○ the presence of symptoms of a contagious or infectious disease, or the presence of internal or external parasites (<b>except</b> fleas and ticks).</li> </ul> </li> <li>• Within 1 year following the sale, a vet certifies the animal to be unfit for purchase due to a congenital disorder which adversely affects animal’s health or the breed, sex, or health is found to have been misrepresented.</li> </ul> <p>Consumer chooses a remedy:</p> <ul style="list-style-type: none"> <li>• Can return the animal and receive refund of purchase price, including tax, and reimbursement for reasonable veterinary costs;</li> <li>• Can return the animal and receive an exchange of the consumer’s choice of equivalent value, and reimbursement for reasonable vet costs; or</li> <li>• Can retain the animal and receive reimbursement for reasonable vet costs for necessary services and treatment related to the attempt to cure (or curing of) the dog or cat.</li> </ul> <p>Maximum reimbursement for vet costs</p>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		<p>entry into the state. The certificate of vet inspection ensuring compliance must accompany each cat so transported.</p> <p>The tests, vaccines, and anthelmintics must be administered before the cat is offered for sale (unless the vet certifies on the certificate of vet inspection that to inoculate or deworm the cat is not in the cat's best medical interest). Each cat must receive:</p> <ul style="list-style-type: none"> <li>• FVRCP vaccination;</li> <li>• Rabies vaccination (if over 3 months of age); and</li> <li>• Deworming for hookworms and roundworms.</li> </ul> <p>If the cat is under 4 months, they must be administered no more than 21 days before sale. If 4 months or older, they must be administered at or after 3 months of age, but no more than 1 year before sale.</p> <p>Each dog or cat must be accompanied by a current certificate of vet inspection at all times while being offered for sale. The examining vet must retain 1 copy on file for at least 1 year after the exam. At sale, 1 copy must be given to the buyer. The seller must retain 1 copy on record for at least 1 year after sale.</p> <p>The vet exam of each dog and cat must take place no more than 30 days before sale. The exam must include a fecal test to determine if free of internal parasites. If warranted, the dog or cat must be treated with a specific anthelmintic. In the absence of a definitive parasitic diagnosis, each dog or cat must be given a broad spectrum anthelmintic. Each dog over 6 months must be tested for heartworms. Each cat must be tested for feline leukemia. All of these tests must be performed under the supervision of a vet, and the results must be listed on the certificate of vet inspection.</p> <p>Certificate must:</p> <ul style="list-style-type: none"> <li>• Be signed by vet;</li> <li>• Be legible;</li> <li>• Show age, breed, sex, color and health record;</li> </ul>	<p>is the purchase price of the animal.</p> <p>Consumer may sign a waiver relinquishing his or her right to return the dog or cat for congenital disorders. After signing waiver, consumer has 48 business hours to have animal examined by a vet. If the vet certifies that, at the time of sale, the dog or cat was unfit for purchase due to a congenital disorder, the dealer must afford the consumer the right to:</p> <ul style="list-style-type: none"> <li>• Return the animal and receive refund of the purchase price including tax (excluding veterinary costs); or</li> <li>• Return the animal and receive an exchange of the consumer's choice of equivalent value (but not a refund of vet costs).</li> </ul> <p>If dealer specifically states in writing (at sale) the presence of a specific congenital disorder, the consumer has no right to any refund or exchange for that disorder.</p> <p>The refund or exchange must be made by dealer no later than 10 business days following receipt of signed vet certification. Consumer must notify dealer within 2 business days after vet's determination that animal is unfit. Written certification of unfitness must be presented to dealer no later than 3 business days following receipt by consumer.</p> <p>If dealer is contesting the remedy, dealer may require the consumer to produce animal for exam by a vet chosen by dealer. If parties are unable to reach an agreement within 10 business days following receipt of the animal for the exam, consumer may initiate a lawsuit.</p> <p>State attorney can enjoin violations or stop offender from being a pet dealer.</p> <p><b>Violations:</b> 1<sup>st</sup> Degree Misdemeanor: A term of imprisonment not exceeding 1 year and/or a fine up to \$1,000.</p>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		<ul style="list-style-type: none"> <li>• Include the printed or typed name and address of place or person from whom the animal was obtained;</li> <li>• List the seller, the purchaser and the vet's name and license number;</li> <li>• List all vaccines and worming (in detail); and</li> <li>• State that the vet warrants that there is no sign of contagious or infectious disease and no evidence of parasites.</li> </ul> <p>All dogs and cats offered for sale and copies of certificates are subject to inspection by any agent of the Department of Agriculture and Consumer Services, USDA, any law enforcement officer, or agent appointed under §828.03.</p> <p>Provides specific language for written notice that dealers must provide to the consumer at sale.</p> <p>Prohibits dealers from knowingly misrepresenting the breed, sex or health of a dog or cat offered for sale.</p> <p>Prohibits transporting dogs or cats into the state (for sale) or offering them for sale in the state if they are less than 8 weeks old.</p> <p><b>Exception:</b></p> <ul style="list-style-type: none"> <li>• Injury sustained or illness contracted after consumer takes possession;</li> <li>• Intestinal or external parasites (unless clinically ill due to the parasites); and</li> <li>• County-operated or city-operated animal control agencies and registered nonprofit humane organizations.</li> </ul>	
<p><b>GEORGIA</b> (Animals – Animal Protection – General Provisions) §4-11-11 <i>Shipment of animals into state without certificates of health</i></p>	1986	<p>Prohibits shipping an animal into the state for resale without a certificate of health accompanying the animal.</p> <p><b>Exceptions:</b> Equines, livestock, birds, rodents and cold-blooded animals.</p>	<p>Misdemeanor: Maximum imprisonment 12 months; Maximum fine of \$1000.</p> <p>If the offender is a corporation, maximum \$1,000 fine per violation and/or 200-500 hours' community service.</p>
<p><b>ILLINOIS</b> (Professions And Occupations – Food And Agriculture – Animal Welfare Act) <i>225 Ill. Comp. Stat. §605/3.1 Information</i></p>	N/S	<p>Requires pet shop operators, cattery operators, and dog dealers to provide for every dog or cat available for sale:</p> <ul style="list-style-type: none"> <li>• The age, sex, weight, and breed;</li> <li>• Record of vaccinations, vet care and treatment;</li> </ul>	<p>As per 225 Ill. Comp. Stat. §605/20: Class C Misdemeanor: Maximum imprisonment 30 days; Maximum fine of \$2500.</p>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
<i>on dogs and cats for sale</i>		<ul style="list-style-type: none"> <li>• Record of surgical sterilization;</li> <li>• Name and address of breeder; and</li> <li>• Name and address of any other person who owned or harbored the animal between birth and sale.</li> </ul>	
(Professions And Occupations – Food And Agriculture – Animal Welfare Act) 225 Ill. Comp. Stat. §605/2.2 Sale of puppy or kitten; records	N/S	<p>Prohibits dealers, kennel operators and cattery operators from selling puppies and kittens before 8 weeks old (if separated from their mothers).</p> <p>Requires dealers/licensees to maintain records of the origin and sale of all dogs and make the records available for inspection by the Agriculture Department.</p> <p>[See the statute for provisions relating to dog pedigrees and guard dog records.]</p>	<p>As per 225 Ill. Comp. Stat. §605/20: Class C Misdemeanor: Maximum imprisonment 30 days; Maximum fine of \$2500.</p> <p>As per 225 Ill. Comp. Stat. §605/10: License revocation or suspension, or denial of license, or temporary cessation of operations.</p>
(Professions And Occupations – Food And Agriculture – Animal Welfare Act) 225 Ill. Comp. Stat. §605/18 Required acts and conditions	N/S	<p>Requires licensees to take reasonable care to transfer animals that are free of disease, injuries or abnormalities. A health certificate issued for the animals within 5 days prior to the sale/transfer meets this requirement.</p> <p>[See Pet Dealers chapter for additional provisions under this statute.]</p>	<p>As per 225 Ill. Comp. Stat. §605/20: Class C Misdemeanor: Maximum imprisonment 30 days; Maximum fine of \$2500.</p> <p>As per 225 Ill. Comp. Stat. §605/10: License revocation or suspension, or denial of license, or temporary cessation of operations.</p> <p>Department of Agriculture can inspect the premises to ensure compliance with state Animal Welfare Act.</p>
<b>MAINE</b> (Agriculture And Animals – Animal Welfare – Sale Of Dogs And Cats) Me. Rev. Stat. Ann. tit. 7, §4152 Disclosure	N/S	<p>Requires pet dealers to disclose in writing to buyers of animals an animal history that includes:</p> <ul style="list-style-type: none"> <li>• For dealers licensed with the USDA, the name, address and license number of the breeder and any broker who has had possession of the animal;</li> <li>• Date of birth;</li> <li>• Date the dealer received the animal;</li> <li>• Breed, sex, color and identifying marks;</li> <li>• Individual identifying tag, tattoo or collar number;</li> <li>• For purebred animals, the name and registration number of sire and dam and litter number; and</li> <li>• Record of inoculations, worming treatments, medication or any vet treatment.</li> </ul> <p>Also requires a statement signed by dealer that the animal (at time of delivery) has no known health problem or a</p>	<p>[Civil]</p> <p>As per Me. Rev. Stat. Ann. tit. 7, §4162: Maximum \$100 fine per violation and revocation or suspension of license.</p>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		<p>statement disclosing any known health problem <b>and</b> the last date seen by a vet.</p> <p>A dealerwho represents an animal as pedigreed must provide a notice stating that pedigree registration does not assure health or quality of animal.</p> <p>Dealer must indicate whether or not (to the dealer'sknowledge) the animal, sire or dam is registered with, and whether the animal is certified by, any organization that maintains a registry pertaining to congenital problems (and explain the meaning of these terms).</p> <p>The disclosure must be made part of the statement of consumer rights described in §4160.</p> <p>The written disclosure must be signed by both the dealer (certifying the accuracy of the statement) and by the purchaser (acknowledging receipt of statement).</p> <p>Dealers must make prospective purchaser aware that information may be seen prior to purchase.</p> <p>The dealer<b>may</b> provide a list of congenital problems known to affect the breed and a list of any health problems for which dealerdoes not warranty the animal.</p> <p><b>Exceptions</b> as per Me. Rev. Stat. Ann. tit. 7, §4151: Humane societies, nonprofit organizations performing the functions of humane societies, and animal shelters licensed under Me. Rev. Stat. Ann. tit. 7, §3932-A.</p>	
(Agriculture And Animals –Animal Welfare – Sale Of Dogs And Cats) <i>Me. Rev. Stat. Ann. tit. 7, §4153 Sale prohibited</i>	N/S	<p>Prohibits pet dealers from sellingan animal that has any obvious clinical sign of infectious, contagious, parasitic or communicable disease or abnormality, or any disease, illness or condition that requires hospitalization or nonelective surgery.</p> <p><b>Exceptions</b> as per Me. Rev. Stat. Ann. tit. 7, §4151: Humane societies, nonprofit organizations performing the functions of humane societies, and animal shelters licensed under Me. Rev. Stat. Ann. tit. 7,</p>	<p>[Civil] As per Me. Rev. Stat. Ann. tit. 7, §4162: Maximum \$100 fine per violation and revocation or suspension of license.</p>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
(Agriculture And Animals –Animal Welfare – Sale Of Dogs And Cats) <i>Me. Rev. Stat. Ann. tit. 7, §4155 Rights of the purchaser</i>	N/S	<p>§3932-A.</p> <p><b>Exceptions</b> per Me. Rev. Stat. Ann. tit. 7, §§4151 and 4157:</p> <ul style="list-style-type: none"> <li>• Humane societies, nonprofit organizations performing the functions of humane societies, and animal shelters licensed under Me. Rev. Stat. Ann. tit. 7, §3932-A;</li> <li>• If the health problem or death of the animal resulted from maltreatment, neglect or a disease contracted while in the possession of purchaser or from injury sustained subsequent to receipt by the purchaser;</li> <li>• If a disclosure statement was provided that disclosed the health problem;</li> <li>• If the health problem is a congenital one covered by Me. Rev. Stat. Ann. tit. 7, §4152; and</li> <li>• If the health problem is one that the dealer indicated is not covered in the warranty.</li> </ul> <p>As per Me. Rev. Stat. Ann. tit. 7, §4157, a dealer can refuse to sell an animal to a potential purchaser who does not appear to understand or accept the provisions of these laws.</p>	<p>Purchasers have remedies if the animal is unfit for sale:</p> <ul style="list-style-type: none"> <li>• If, within 10 days after receipt, a vet states in writing that an animal has a health problem that existed at the time of delivery; or</li> <li>• If, within 1 year after receipt, a vet states in writing that, due to a congenital defect, the animal has died or has a condition that will shorten its life or will require constant treatment.</li> </ul> <p>When an animal dies due to a health problem that would have rendered the animal unfit for sale, and the problem existed at the time of delivery but was not disclosed, the dealer must provide one of the following remedies selected by the purchaser:</p> <ul style="list-style-type: none"> <li>• An animal of equal value, if available; or</li> <li>• A refund of the full purchase price.</li> </ul> <p>When an animal has a health problem that renders the animal unfit for sale, and existed at the time of delivery but was not disclosed, the dealer must provide 1 of the following remedies selected by the purchaser:</p> <ul style="list-style-type: none"> <li>• Return the animal to the dealer for a full refund of purchase price;</li> <li>• Exchange for an animal (of the purchaser's choice) of equal value, provided one is available; or</li> <li>• Retain the animal and reimbursement for 1/2 of the reasonable vet fees (maximum 1/2 the original purchase price).</li> </ul>
(Agriculture And Animals –Animal Welfare – Sale Of Dogs And Cats) <i>Me. Rev. Stat. Ann. tit. 7, §4156 Responsibilities of purchaser</i>	N/S	<p><b>Exceptions</b> as per Me. Rev. Stat. Ann. tit. 7, §4151: Humane societies, nonprofit organizations performing the functions of humane societies, and animal shelters licensed under Me. Rev. Stat. Ann. tit. 7, §3932-A.</p>	<p>To obtain remedies described in Me. Rev. Stat. Ann. tit. 7, §4155, purchaser must:</p> <ul style="list-style-type: none"> <li>• Notify dealer, within 2 business days, of the diagnosis of a health problem and provide to dealer the name and telephone number of the vet and a copy of the report; and</li> <li>• To receive a full refund, the purchaser must return animal no later than 2 business days after receipt of a written statement from a vet indicating that the animal is</li> </ul>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
			<p>unfit due to a health problem. For dead animal, the purchaser must provide a written statement from a vet indicating that the animal died from a health problem that existed on or before the receipt of the animal by the purchaser.</p>
<p>(Agriculture And Animals –Animal Welfare – Sale Of Dogs And Cats) <i>Me. Rev. Stat. Ann. tit. 7, §4158 Contest</i></p>	<p>N/S</p>		<p>If dealer is contesting the remedy, dealer may require purchaser to produce all vet records and animal for exam or autopsy by a vet of dealer’s choosing and expense.</p> <p>Dealer has a right of recovery against the purchaser if not obligated to provide a remedy.</p> <p>If dealer does not provide remedy, purchaser may initiate a lawsuit. Prevailing party to recover costs and reasonable attorney's fees.</p>
<p>(Agriculture And Animals –Animal Welfare – Sale Of Dogs And Cats) <i>Me. Rev. Stat. Ann. tit. 7, §4159 Posted notice</i></p>	<p>N/S</p>	<p>Requires dealer to post a specific notice in a prominent location detailing purchaser’s rights. [See the statute for the required language in the notice.]</p> <p><b>Exceptions</b> as per Me. Rev. Stat. Ann. tit. 7, §4151: Humane societies, nonprofit organizations performing the functions of humane societies, and animal shelters licensed under Me. Rev. Stat. Ann. tit. 7, §3932-A.</p>	<p>[Civil] As per Me. Rev. Stat. Ann. tit. 7, §4162: Maximum \$100 fine per violation and revocation or suspension of license.</p>
<p>(Agriculture And Animals –Animal Welfare – Sale Of Dogs And Cats) <i>Me. Rev. Stat. Ann. tit. 7, §4160 Notice of consumer rights</i></p>	<p>N/S</p>	<p>Requires dealer to provide purchaser with a written notice of rights, signed by dealer, certifying accuracy of the information, and purchaser, acknowledging that he or she has reviewed and understood it. A signed copy must be retained by dealer and 1 copy given to purchaser. The notice must be in a minimum of 16-point, bold-faced type and must state:</p> <p>"A STATEMENT OF MAINE LAW GOVERNING THE SALE OF DOGS AND CATS:</p> <p>The sale of dogs and cats is subject to consumer protection regulations. Maine law also provides safeguards to protect pet dealers and animal purchasers. Attached is a copy of the Maine Revised Statutes, Title 7, chapter 745. Contained in this law is a</p>	<p>[Civil] As per Me. Rev. Stat. Ann. tit. 7, §4162: Maximum \$100 fine per violation and revocation or suspension of license.</p>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		<p>statement of your consumer rights and remedies. Also attached is your pet's health history and specific warranty information."</p> <p>All medical information required to be disclosed must also be orally disclosed to the purchaser prior to purchase.</p> <p>The statement of consumer rights must also contain or have attached the disclosure required under Me. Rev. Stat. Ann. tit. 7, §4152 and the name and phone number of the state agency to be contacted in the event of perceived violations.</p> <p><b>Exceptions</b> as per Me. Rev. Stat. Ann. tit. 7, §4151: Humane societies, nonprofit organizations performing the functions of humane societies, and animal shelters licensed under Me. Rev. Stat. Ann. tit. 7, §3932-A.</p>	
<p><b>MASSACHUSETTS</b> (Administration Of The Government – Public Safety And Good Order – Licenses – Dogs) <i>Mass. Gen. Laws ch. 140, §138A Health Certificates For Importation or Sale of Dogs and Cats</i></p>	<p>1980</p>	<p>All dogs or cats brought into the state for sale must be inoculated against distemper 7-30 days before entry and must be accompanied by a health certificate issued by a vet and a copy sent to the commissioner of agriculture. If certificate is unavailable in the state of origin then a similar exam and certification must be made within 14 days of arrival in the state.</p> <p>The certificate must:</p> <ul style="list-style-type: none"> <li>• be legible;</li> <li>• issued by an accredited vet;</li> <li>• approved by the state or county livestock commissioner;</li> <li>• contain the names and addresses of the seller;</li> <li>• show age, sex, breed and description of each dog or cat; and</li> <li>• state that the dogs are free from visual evidence of communicable disease and parasites and that cats are free from disease and parasites.</li> </ul> <p>Dogs or cats purchased for resale must be accompanied by a certificate issued by a vet. The certificate must:</p> <ul style="list-style-type: none"> <li>• show the age, sex, breed, and description of each dog or cat; and</li> <li>• state that the dogs are free from visual evidence of communicable diseases</li> </ul>	<p>\$50-\$100 fine for each violation; license of dealer may also be revoked or suspended.</p>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		<p>and parasites and that cats are free from parasites, respiratory infection and distemper.</p> <p>Prohibits importing for sale a dog or cat that is less than 8 weeks old.</p> <p>All dogs or cats imported for resale must be held in isolation for 2 days prior to offering for sale.</p> <p>All dogs or cats sold in the state by a commercial establishment must be accompanied by a health record indicating dates and types of vaccine administered.</p> <p><b>Exceptions:</b> Temporary import of racing dogs and dogs for shows / field trials.</p>	
<p><b>MICHIGAN</b> (Animal Industry – Pet Shops, Dog Pounds, And Animal Shelters) §287.335a <i>Prohibited acts</i></p>	<p>1969</p>	<p>Prohibits pet shops from offering for sale any dog unless DHLPP inoculated and, if indicated, treated for external and internal parasites at least 7 days before entry into the state. The dog must be accompanied by a health certificate signed by a vet, including records of medication and immunization.</p> <p>Prohibits offering any cat for sale unless the cat is FVRCP inoculated and, if indicated, has been treated for external and internal parasites at least 7 days prior to entry into the state. The cat must be accompanied by a health certificate signed by a vet, including records of medication and immunization.</p> <p>Prohibits pet shops from importing or offering for sale a dog or cat that is less than 8 weeks old.</p> <p>Prohibits selling or delivering a dog or cat without providing to the purchaser a health certificate signed by a vet. The certificate must include a health record indicating the date and type of vaccinations.</p>	<p>Misdemeanor: Maximum imprisonment 90 days; Maximum fine of \$500.</p> <p>Suspension or revocation of license in Director’s discretion.</p> <p>Maximum administrative fine of \$1000.</p>
<p><b>MINNESOTA</b> (Trade Regulations, Consumer Protection – Consumer Protection; Products And Sales – Regulating Sale Of</p>	<p>1992</p>	<p>Requires pet dealers to provide to each purchaser written disclosure of:</p> <ul style="list-style-type: none"> <li>• Name, address, and USDA license number of breeder and any broker who has had possession of the animal;</li> <li>• Animal’s date of birth;</li> </ul>	<p>As per §325F.792: Maximum \$1,000 fine.</p> <p>The purchaser of an animal with a health problem must:</p> <ul style="list-style-type: none"> <li>• Notify dealer, within 2 business days, of the diagnosis of a health</li> </ul>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
<p>Dogs And Cats) §325F.791 Sales of dogs and cats</p>		<ul style="list-style-type: none"> <li>• Date the dealer received the animal;</li> <li>• Breed, sex, color, and identifying marks;</li> <li>• Individual identifying tag, tattoo, or collar number;</li> <li>• Name and registration number of sire and dam, and litter number (<b>exception:</b> mixed breeds, if this information cannot be determined);</li> <li>• Record of inoculations, worming treatments, and medication; and</li> <li>• Statement signed by dealer that: <ul style="list-style-type: none"> <li>○ the animal has no known health problem OR</li> <li>○ discloses any known health problem and a statement signed by a vet recommending treatment.</li> </ul> </li> </ul> <p>Dealer must maintain a copy of the statement for 1 year after delivery to purchaser.</p> <p>Dealers must post in a prominent location, a notice, in 48-point boldface type, containing the following:</p> <p style="padding-left: 40px;">"Information on all dogs and cats is available. You are entitled to a statement of consumer rights. Make sure you receive this statement at the time of purchase."</p> <p>Requires dealer to provide to purchaser a written notice of rights, signed by purchaser, acknowledging that purchaser has reviewed the notice, and signed by dealer certifying accuracy of the information contained in it. A signed copy must be retained by dealer and one copy is to be given to purchaser. The notice must be in 16-point boldface type and state specific language indicating that consumer protection laws apply to the sale of cats and dogs. [See the statute for specific details.]</p> <p>No animal may be offered for sale by broker or dealer to retail purchaser until examined by a vet. The vet used by the broker cannot be the same vet used by the dealer. If the dealer is not the breeder, each animal must be examined within 2 days</p>	<p>problem and provide the name and telephone number of the vet and a copy of the report;</p> <ul style="list-style-type: none"> <li>• To receive a full refund, return the animal within 2 business days after receipt of a written statement from a vet indicating animal is unfit due to a health problem; and</li> <li>• For a dead animal, must provide a written statement from a vet stating the animal died from a health problem which existed on or before receipt.</li> </ul> <p>An animal is unfit for sale if:</p> <ul style="list-style-type: none"> <li>• Within 10 days after receipt of the animal, a vet states in writing that the animal has a health problem which existed at the time of delivery;</li> <li>• If within 1 year after receipt, a vet states in writing that the animal has died or is ill due to a congenital defect; or</li> <li>• The animal is not of the breed represented.</li> </ul> <p>In the event an animal dies due to a health problem which existed at the time of delivery, the purchaser can choose from the following remedies:</p> <ul style="list-style-type: none"> <li>• receive an animal of equal value, if available, and reimbursement for reasonable vet fees (reimbursement maximum is the original purchase price); or</li> <li>• receive a refund of the full purchase price.</li> </ul> <p>In the event of a health problem which existed at the time of delivery, the purchaser can choose one of the following remedies:</p> <ul style="list-style-type: none"> <li>• return the animal for a refund of the full purchase price;</li> <li>• exchange the animal for an animal of the purchaser's choice of equivalent value, if available; or</li> <li>• retain the animal, and receive reimbursement for reasonable vet fees (reimbursement maximum is the original purchase price).</li> </ul>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		<p>after receipt by a dealer and within 4 days of delivery to the purchaser. Cost is to be paid by dealer.</p> <p>A dealer who represents an animal as eligible for registration with an animal pedigree organization must provide the retail purchaser the documents necessary for registration within 90 days of final payment.</p> <p><b>Exceptions:</b></p> <ul style="list-style-type: none"> <li>• The health problem or death resulted from maltreatment, neglect or a disease contracted while in purchaser's possession;</li> <li>• The health problem or death resulted from an injury sustained subsequent to the purchaser's receipt of the animal;</li> <li>• The purchaser failed to carry out recommended treatment prescribed by the examining vet; and</li> <li>• The vet statement to purchaser disclosed the health problem.</li> </ul>	<p>If contesting the remedy, the dealer may require the purchaser to produce the animal for exam or autopsy by a vet of dealer's choosing and expense. The dealer has a right of recovery against the purchaser if not obligated to provide a remedy.</p> <p>If dealer does not provide remedy, the purchaser can file a lawsuit. The prevailing party can recover costs and attorney fees (maximum \$500).</p> <p>If pedigree registration paperwork is not received by the purchaser within 90 days, the purchaser may:</p> <ul style="list-style-type: none"> <li>• retain the animal and receive a 50% refund; or</li> <li>• return the animal, along with all prior documentation, and receive a full refund.</li> </ul> <p>The dealer is not responsible for delays in registration which are the result of others.</p>
<p><b>NEVADA</b> (Animals – Cruelty To Animals: Prevention And Penalties – Care Of Animals – Retailers And Dealers) §574.450 <i>Examination by veterinarian; sale of cat or dog that requires immediate treatment prohibited; conditions under which presence of parasites requires treatment</i></p>	<p>1993</p>	<p>A retailer or dealer must not sell a cat or dog before a vet examines it.</p> <p>A retailer or dealer must have a cat or dog (that is acquired for resale) examined by a vet:</p> <ul style="list-style-type: none"> <li>• 14 days after initial exam; and</li> <li>• every 30 days thereafter (until animal is sold).</li> </ul> <p>[See Pet Dealer chapter for additional provisions relating to the vet exams.]</p> <p>If a vet conducting an exam finds that the cat or dog has no illness, disease or other condition that is terminal or requires immediate hospitalization or surgery, the vet must provide to the retailer or dealer a written statement setting forth findings.</p> <p>A retailer or dealer cannot knowingly sell a cat or dog if it has an illness, disease or other condition that is terminal or requires immediate hospitalization or surgery.</p> <p><b>Exception:</b> The presence of internal or external parasites (unless the cat or dog is</p>	<p>N/S</p>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		<p>clinically ill as a result of the parasite).</p> <p><b>Note:</b> Contracts by purchaser to waive any of these rights are void.</p>	
<p>(Animals – Cruelty To Animals: Prevention And Penalties – Care Of Animals – Retailers And Dealers)  <i>§574.460 Provision of written statement to purchaser of cat: Required disclosures; signature of seller and purchaser</i></p>	1993	<p>A retailer or dealer must provide the purchaser of a cat with a written statement prior to sale disclosing:</p> <ul style="list-style-type: none"> <li>• Name, address and telephone number of retailer or dealer;</li> <li>• Date of birth, if known;</li> <li>• Name and address of the person from whom the retailer or dealer obtained the cat and, if the person holds a license issued by the USDA, the federal identification number;</li> <li>• Name and address of breeder, if any, and, if breeder holds a license issued by the USDA, the breeder's federal identification number;</li> <li>• Registration numbers, if any, of sire and dam with breed registry or any health certifications from a health certification organization;</li> <li>• Record of any immunizations administered before sale, including the type, date of administration and name and address of the vet who prescribed the immunizations;</li> <li>• Medical history, including: <ul style="list-style-type: none"> <li>○ Date of vet exam in which it was determined that cat did not have any illness, disease or other condition that is terminal or requires immediate hospitalization / surgery;</li> <li>○ Whether any treatment or medication has been administered and if so, the date it was administered and for what illness, disease or condition; and</li> <li>○ Name and address of examining or treating vet; and</li> </ul> </li> <li>• That a copy of the vet's evaluation is available.</li> </ul> <p>The statement must be signed and dated by the retailer or dealer and contain a space for the purchaser to sign and date (as an attestation that purchaser has read and understands the disclosures).</p>	<p>As per §574.485: Administrative fine by agriculture department.</p> <p>1<sup>st</sup> Violation: Maximum \$250 fine.</p> <p>2<sup>nd</sup> Violation: Maximum \$500 fine.</p> <p>3<sup>rd</sup> Violation: Maximum \$1,000 fine.</p>
<p>(Animals – Cruelty To Animals: Prevention And</p>	1993	<p>A retailer or dealer must provide the purchaser of a dog (before sale) with a written statement disclosing:</p>	<p>As per §574.485: Administrative fine by agriculture department.</p>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
Penalties – Care Of Animals – Retailers And Dealers) <i>§574.470 Provision of written statement to purchaser of dog: Required disclosures; signature of seller and purchaser</i>		<ul style="list-style-type: none"> <li>• Name, address and telephone number of retailer or dealer;</li> <li>• Date of birth, if known;</li> <li>• Name and address of the person from whom the retailer or dealer obtained the dog and, if the person holds a license issued by the USDA, the federal identification number;</li> <li>• Name and address of breeder, if any, and, if breeder holds a license issued by the USDA, the breeder's federal identification number;</li> <li>• Registration numbers, if any, of sire and dam with breed registry or any health certifications from a health certification organization;</li> <li>• Record of any immunizations administered before sale, including the type, date of administration and name and address of the vet who prescribed them;</li> <li>• Medical history, including:               <ul style="list-style-type: none"> <li>○ Date of vet exam in which it was determined that dog did not have any illness, disease or other condition that is terminal or requires immediate hospitalization / surgery;</li> <li>○ Whether any treatment or medication has been administered and if so, date it was administered and for what illness, disease or condition; and</li> <li>○ Name and address of examining or treating vet; and</li> </ul> </li> <li>• That a copy of the vet's evaluation is available to purchaser.</li> </ul> <p>The statement must be signed and dated by the retailer or dealer and contain a space for the purchaser to sign and date it (as an attestation that the purchaser has read and understands the disclosures).</p>	1 <sup>st</sup> Violation: Maximum \$250 fine. 2 <sup>nd</sup> Violation: Maximum \$500 fine. 3 <sup>rd</sup> Violation: Maximum \$1,000 fine.
(Animals – Cruelty To Animals: Prevention And Penalties – Care Of Animals – Retailers And Dealers) <i>§574.480 Posting of notice concerning dog or cat offered for sale</i>	1993	Requires dealer or retailer to conspicuously post the following notice within close proximity to the primary enclosure of a dog or cat offered for sale. The notice must be printed in at least 48-point type on paper that is at least 11"x17".  "NEVADA LAW REQUIRES THAT INFORMATION	As per §574.485: Administrative fine by agriculture department. 1 <sup>st</sup> Violation: Maximum \$250 fine. 2 <sup>nd</sup> Violation: Maximum \$500 fine. 3 <sup>rd</sup> Violation: Maximum \$1,000 fine.

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		CONCERNING THE DATE OF BIRTH, SOURCE, LINEAGE AND MEDICAL HISTORY OF THESE DOGS (OR CATS) BE PROVIDED TO THE PURCHASER BEFORE THE COMPLETION OF ANY SALE.”	
(Animals – Cruelty To Animals: Prevention And Penalties – Care Of Animals – Retailers And Dealers) <i>§574.490 Duties upon determination that pet was sold with condition that requires immediate treatment</i>	1993	N/A	If, within 10 days after sale, a vet determines that a pet purchased from a retailer or dealer has an illness, disease or other condition that is terminal or requires immediate hospitalization or surgery and that was in existence on the date of sale, the purchaser can choose to obtain: <ul style="list-style-type: none"> <li>• A refund of the purchase price if the pet is returned;</li> <li>• Another pet of equal value; or</li> <li>• Reimbursement for expenses incurred in obtaining a diagnosis and treatment for the pet from a vet chosen by the retailer / dealer (maximum is the purchase price).</li> </ul>
(Animals – Cruelty To Animals: Prevention And Penalties – Care Of Animals – Retailers And Dealers) <i>§574.510 Knowingly selling dog or cat with condition requiring immediate treatment prohibited; penalties</i>	1993	Prohibits a retailer or dealer from knowingly selling a dog or cat with any illness, disease or other condition that is terminal or requires immediate hospitalization or surgery and failing to disclose the information at the time of sale.  <b>Exception:</b> The presence of internal or external parasites (unless the dog or cat is clinically ill as a result of the parasite).	Misdemeanor. Also can be prohibited from selling dogs and cats for maximum of 1 year.
<b>NEW HAMPSHIRE</b> (Agriculture, Horticulture And Animal Husbandry – Sale Of Pets And Disposition Of Unclaimed Animals – Sale Of Animals And Birds) <i>N.H. Rev. Stat. Ann. §437:4 Prohibition</i>	1985	Prohibits licensed animal sellers from selling, offering to sell, or giving away a maimed, sick or diseased animal or bird.  <b>Exception:</b> Transferring the animal to a vet or animal shelter.  Also prohibits a licensed animal seller from inhumanely treating any animal or bird in his/her care, possession or control.	As per §437:9: Misdemeanor. 1 <sup>st</sup> Violation: Minimum \$100 fine. 2 <sup>nd</sup> Violation: \$200 fine. Subsequent Violations: \$500 fine.  As per §437:11, license may be suspended or revoked and as per §437:9 animals can be confiscated to a safe place.
(Agriculture, Horticulture And Animal Husbandry – Sale Of Pets And Disposition Of Unclaimed Animals – Sale Of Animals And	1985	Prohibits selling a dog, cat, or ferret without vaccinating against infectious diseases and unless accompanied by an official health certificate from a licensed vet within 14 days of sale. One copy of the certificate must be given to the purchaser. [See the statute for additional	As per §437:9: Misdemeanor. 1 <sup>st</sup> Violation: Minimum \$100 fine. 2 <sup>nd</sup> Violation: \$200 fine. Subsequent Violations: \$500 fine.

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Birds) <i>N.H. Rev. Stat. Ann. §437:10 Dogs, cats and ferrets</i>		<p>provisions.]</p> <p>The original certificate accompanying the dog, cat, or ferret must be kept on the premises where animals are displayed, and made available for inspection on request. The public will be informed of their right to inspect the certificate by a sign prominently displayed in the area where the animals are displayed. At sale, this certificate must be updated if any other medication or treatment has been given to the animal and must be given to the purchaser.</p> <p>Requires that all dogs, cats, and ferrets received for resale must be held for 48 hours and must be kept separately from other animals on the premises. They cannot be offered for sale during the 48 hours. [<i>See Pet Dealers chapter for additional provisions under this statute.</i>]</p> <p><b>Exception</b> for animal shelters. [<i>See the statute for details.</i>]</p>	<p>As per §437:11, license may be suspended or revoked and as per §437:9 animals can be confiscated to a safe place.</p>
(Agriculture, Horticulture And Animal Husbandry – Sale Of Pets And Disposition Of Unclaimed Animals – Importation And Sale) <i>§437:13 Examination by licensed veterinarian</i>	1985	<p>Within 14 days of sale, the purchaser of a dog, cat, or ferret may have the animal examined by a licensed vet. Unless the exam indicates the animal is free of disease, the purchaser is entitled to choose from the following:</p> <ul style="list-style-type: none"> <li>• substitution of another animal; or</li> <li>• full refund.</li> </ul> <p>Purchaser must return the animal to the licensee within 2 business days of exam accompanied by the vet's certificate.</p>	<p>As per §437:9: Misdemeanor.</p> <p>1<sup>st</sup> Violation: Minimum \$100 fine.</p> <p>2<sup>nd</sup> Violation: \$200 fine.</p> <p>Subsequent Violations: \$500 fine.</p> <p>As per §437:11, license may be suspended or revoked and as per §437:9 animals can be confiscated to a safe place.</p>
(Agriculture, Horticulture And Animal Husbandry – Sale Of Pets And Disposition Of Unclaimed Animals – Breeder's Health Certificate For Cats) <i>§437:13-a Health certificate for cats</i>	1987	<p>Prohibits cats from being transferred for a fee without first being vaccinated and unless accompanied by an official health certificate issued by a vet within 14 days. Certificate must be kept by the transferor of the animal for at least 3 years, and 1 copy must be given to the new owner.</p> <p>An official health certificate means a certificate signed by a licensed vet on a form approved by the state vet:</p> <ul style="list-style-type: none"> <li>• containing the name and address of person transferring ownership;</li> <li>• the age, sex, breed and description of the animal;</li> <li>• a list of all vaccines or medications</li> </ul>	<p>1<sup>st</sup> Violation: Minimum \$100 fine.</p> <p>2<sup>nd</sup> Violation: \$200 fine.</p> <p>Subsequent Violations: \$500 fine.</p> <p>As per §437:11, license may be suspended or revoked and as per §437:9 animals can be confiscated to a safe place.</p> <p>Commissioner of agriculture enforces this statute.</p>

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		<p>administered; and</p> <ul style="list-style-type: none"> <li>certification by the vet that the cat is free from visual evidence of any communicable diseases.</li> </ul> <p>[See the Pet Dealers chapter for additional provisions under this statute.]</p> <p><b>Exception:</b> Incorporated or chartered humane societies with operating shelters.</p>	
<p><b>NEW JERSEY</b> (Trade Names, Trade-Marks And Unfair Trade Practices – Frauds, Etc., In Sales Or Advertisements Or Merchandise) §56:8-95 <i>Noncompliance by pet shop considered deceptive practice</i></p>	<p>1999</p>	<p>It is a deceptive practice for an owner or operator of a pet shop (or a pet shop employee) to sell animals without complying with this statute.</p> <p>Within 5 days prior to offering an animal for sale, pet shop must have animal examined by a vet. The name and address of the examining vet and his/her findings and the treatment ordered must be noted on the animal history and health certificate for each animal. If 14 days have passed since the last exam, the animal must be reexamined by a vet.</p> <p>Each cage must have a label identifying the sex, breed, date and place of birth, the name and address of the vet, and the date of the initial exam of the animal.</p> <p>Any animal diagnosed as suffering from a contagious disease or condition must be quarantined and not sold until a vet treats the animal and determines that the animal is free of clinical signs of infectious disease or fit for sale. These animals must be separated from the general animal population.</p> <p>Pet shop owners, operators, or employees may vaccinate animals prior to purchase only on the order of a vet.</p> <p>The Director of the Division of Consumer Affairs must provide each owner or operator of a pet shop with notification forms that must be signed by the pet shop and the consumer at the time of sale. [See the statute for details regarding these notice forms.]</p> <p>The shop must provide the consumer with a signed copy of the notice form and</p>	<p>Consumer is entitled to recourse if:</p> <ul style="list-style-type: none"> <li>at any time within 14 days after sale and delivery, the animal becomes sick or dies and a vet certifies (within the 14 days) that the animal is unfit for purchase due to a non-congenital cause or condition;</li> <li>at any time within 14 days after sale and delivery, the animal becomes sick or dies and a vet certifies (within 14 days) that the animal died from causes other than an accident; or</li> <li>if the animal becomes sick or dies within 180 days after the date of purchase and a vet certifies (within the 180 days) that the animal is unfit for sale due to a congenital condition, or a sickness brought on by a congenital condition, or died from such a condition.</li> </ul> <p>It is the responsibility of the consumer to obtain the vet certification (<b>unless</b> the shop fails to provide the required notice). If no notice, then consumer entitled to recourse.</p> <p>The consumer can select from the following recourse:</p> <ul style="list-style-type: none"> <li>The right to return the animal and receive a refund (including tax) plus reimbursement of vet fees;</li> <li>The right to retain the animal and receive reimbursement for past and future vet fees to cure (or attempt to cure) the animal;</li> <li>The right to return the animal and obtain another animal of the consumer's choice (of equal value) plus reimbursement of vet fees; or</li> </ul>

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		<p>retain a copy. Copies must be readily available for inspection by the Division of Consumer Affairs. (<b>Note:</b> The statute prohibits pet shops from using the signed form as an abdication of the right to recourse, or as a selection of recourse.)</p> <p>Requires the shop to have an animal that has been examined more than 14 days prior to purchase reexamined by a vet within 72 hours of delivery to consumer. This reexamination will disclose the animal's condition. <b>Exception:</b> If the consumer has waived the right to reexamination in writing. (The shop must provide a copy of the written waiver to the consumer prior to the signing of any agreement to purchase the animal and the written waiver must be in the form established by the director.)</p> <p>Any owner or operator of a pet shop (or pet shop employee) is guilty of a deceptive practice if he/she secures (or attempts to secure) a waiver of these rights.</p>	<ul style="list-style-type: none"> <li>• If the animal died (non-accidentally), the right to a refund (including tax) or another animal of the consumer's choice (of equal value) plus reimbursement of vet fees.</li> </ul> <p><b>Maximum</b> reimbursement for vet fees is 2x the purchase price (including tax).</p> <p>The vet must provide the certification within 7 days after the consumer consults with the vet. The certification must include:</p> <ul style="list-style-type: none"> <li>• The name of the owner;</li> <li>• Dates of exam;</li> <li>• Breed, color, sex and age;</li> <li>• Statement of findings;</li> <li>• Statement certifying animal to be "unfit for purchase";</li> <li>• Itemized statement of fees;</li> <li>• If animal may be curable, an estimate of the cost;</li> <li>• If animal has died, a statement establishing probable cause of death; and</li> <li>• Vet's name and address and the date of certification.</li> </ul> <p>On presentation of certification, consumer must select recourse and shop must confirm in writing. This must be signed by both parties with copies retained by each.</p> <p>The shop has 10 days to comply with recourse. To contest the recourse selection, the shop must notify consumer and director in writing within 5 days after receipt of certification and signed confirmation. The shop may require consumer to produce animal for exam by a vet (<b>exception:</b> if animal has died and was required to be cremated). The director must hold a hearing to determine whether the recourse selected should be allowed. The consumer and shop can appeal decision.</p>
(Trade Names, Trade-Marks And Unfair Trade Practices – Frauds, Etc., In Sales	1999	Allows a consumer who purchases an animal from a pet shop (if the animal becomes sick or dies after the date of purchase) to:	The authority must annually review files it has concerning such reports and recommend the revocation of the license of any pet shop where:

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<p>Or Advertisements Or Merchandise) §56:8-96 <i>Certification from veterinarian, recourse</i></p>		<ul style="list-style-type: none"> <li>• take the animal to a vet within the period of time stated in the notification form provided at purchase;</li> <li>• receive certification from the vet of the health and condition of the animal; and</li> <li>• pursue recourse (<i>see</i> §56:8-95).</li> </ul> <p>After receiving the vet certification, consumer may report the shop to the local health authority and the Division of Consumer Affairs. Consumer must provide a copy of the vet certificate with the report. The director must forward the report to the local health authority. The authority must record and retain records of the report and documentation.</p> <p>These requirements must be posted in a prominent place in each pet shop along with the name, address and telephone number of the local health authority. These requirements also must be provided in writing at the time of purchase to each consumer and to each vet contracted to provide services to a pet shop.</p>	<ul style="list-style-type: none"> <li>• 15% of animals sold in a year were certified unfit for purchase due to hereditary condition, or a sickness brought on by a hereditary condition;</li> <li>• 25% of the animals sold in a year were certified unfit for purchase due to a non-congenital cause or condition;</li> <li>• 10% of the animals sold in a year died and were certified to have died from a non-congenital cause or condition; or</li> <li>• 5% of the animals sold in a year died and were certified to have died from a hereditary condition, or a sickness brought on by a hereditary condition.</li> </ul> <p>The authority must review any files it has and recommend a 90-day suspension of the license of any pet shop where:</p> <ul style="list-style-type: none"> <li>• 10% of animals sold in a year were certified to be unfit for purchase due to hereditary condition, or a sickness brought on by a hereditary condition;</li> <li>• 15% of animals sold in a year were certified to be unfit for purchase due to a non-congenital cause or condition;</li> <li>• 5% of animals sold in a year died and were certified to have died from a non-congenital cause or condition; or</li> <li>• 3% of animals sold in a year died and were certified to have died from a hereditary condition, or a sickness brought on by a hereditary condition.</li> </ul> <p>The local authority, in consultation with the state Department of Health and Senior Services, will provide the opportunity for a hearing to the shop. The municipality may suspend or revoke the license after the hearing. The hearing will determine if the shop:</p> <ul style="list-style-type: none"> <li>• failed to maintain proper hygiene and exercise reasonable care in safeguarding the health of animals in its custody; or</li> </ul>

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			<ul style="list-style-type: none"> <li>• sold a substantial number of animals that the shop knew (or should have known) to be unfit for purchase.</li> </ul> <p>The Director of Consumer Affairs will enforce and investigate reports by consumers.</p>
<p><b>NEW YORK</b> (Agriculture And Markets Law – Care of Animals by Pet Dealers) §402 <i>Records of purchase and sale</i></p>	2002	<p>Requires each pet dealer to maintain records for each animal purchased, acquired, held, sold, or disposed of. The records include:</p> <ul style="list-style-type: none"> <li>• Name and address of person from whom acquired and, if licensed by the USDA, the name, address, and federal dealer identification number;</li> <li>• Date acquired;</li> <li>• If a cat is placed in the custody or possession of the dealer and the source is unknown, this must be stated along with the date, time, and location of receipt;</li> <li>• Original source if different than above;</li> <li>• Description (age, color, markings, sex, breed) and any inoculation, worming, or other vet treatment or medication information available. Must include any other identification (official tag number, tattoo, or implant); and</li> <li>• Name and address of the person to whom an animal is sold, given, or bartered or to whom it is transferred or delivered, date and method of disposition.</li> </ul> <p>Records must be maintained for 2 years from sale or transfer (whichever is later). During normal business hours, the records must be made available to persons authorized to enforce this law.</p> <p>[See Agriculture And Markets Law §403 for inspection of consumer disclosure records and licensing requirements of pet dealers.]</p>	<p>As per Agriculture And Markets Law §406: License revocation, denial, suspension or refusal to renew. Also, civil offense: \$50-\$1,000 fine for each violation.</p> <p>Can be enforced by agriculture department and/or local authority.</p>
<p>(General Business Law – Sale of Dogs And Cats) §753 <i>Sale of animal</i></p>	1988	<p>Requires the commissioner to establish the form and content of the certification provided by an examining vet to a consumer. The form must include (at a minimum) identification of the type of animal, the owner, the date, diagnosis,</p>	<p>If, within 14 business days following sale (or receipt of written notice required by §754), a vet certifies an animal to be unfit for purchase due to illness, a congenital malformation which adversely affects animal's</p>

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		<p>the treatment recommended if any, and an estimate or the actual cost of such treatment.</p> <p>Requires the commissioner to establish the information that must be provided to the consumer at sale. The information must include a description (including breed); date of purchase; name, address and telephone number of consumer; and amount of the purchase. The dealer must certify this info in writing.</p> <p><b>Exceptions:</b></p> <ul style="list-style-type: none"> <li>• Intestinal parasites (unless the animal is clinically ill due to them).</li> <li>• If animal sustained an injury or contracted an illness subsequent to the consumer taking possession.</li> </ul> <p><b>Note:</b> General Business Law §753-e applies this article [General Business Law – Sale of Dogs And Cats] to all municipalities (including New York City) and it also supercedes local ordinances.</p>	<p>health, or presence of symptoms of a contagious or infectious disease, the consumer can choose either to:</p> <ul style="list-style-type: none"> <li>• Return the animal and receive a refund of purchase price (including tax and reasonable vet costs related to certification);</li> <li>• Return the animal and receive an exchange (of the consumer's choice of equivalent value) and reasonable vet costs related to certification; or</li> <li>• Retain the animal and receive reimbursement for vet services (from a vet of the consumer's choosing) for curing or attempting to cure the animal.</li> </ul> <p>Maximum reimbursement for vet services is the purchase price. The reimbursement does not include the costs of initial vet exam fees and diagnostic fees not directly related to certification.</p> <p>The refund / reimbursement must be made by dealer within 10 business days following receipt of certification. The certification must be presented to the dealer within 3 business days following receipt by the consumer.</p> <p>To contest the consumer's demand for a remedy, the dealer may require consumer to produce animal for exam by a vet chosen by dealer. If parties are unable to reach an agreement (on one of the options <i>above</i>) within 10 business days after the exam, consumer may file a lawsuit.</p>
(General Business Law – Sale of Dogs And Cats) §753-a <i>Veterinarian examination</i>	2000	Requires the dealer to have a licensed vet examine and test (appropriate to breed and age) to determine if animal has any apparent medical conditions that adversely affect animal's health. This must occur within 5 business days of receipt and prior to sale of dog. For animals 18 months or older, the exam must include a diagnosis of any congenital conditions that adversely affect the animal's health. Any animal found to be afflicted with a contagious disease must be treated and caged	General Business Law §755: Civil penalty, \$50-\$1,000 fine and violations can be enjoined. Also, license may be revoked, suspended or refused renewal. Director of municipal consumer affairs and/or local government can enforce this statute.

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		<p>separately.</p> <p>All animals must be inoculated as per state or local law. Necessary vet care must be provided without undue delay. Each animal must be observed each day by dealer or employee.</p> <p>Prohibits knowingly selling an animal 18 months or older that has a diagnosed congenital condition that adversely affects the health of the animal without first informing the consumer in writing.</p>	
<p>(General Business Law – Sale of Dogs And Cats) §753-b <i>Information statement for purchaser</i></p>	<p>2000</p>	<p>Requires pet dealers to provide purchaser of an animal with a written statement at time of sale in a standardized form. The form must be established by the commissioner of agriculture and markets and include the following.</p> <p><b>For cats:</b></p> <ul style="list-style-type: none"> <li>• Breeder's name and address, or, if not known, source. If from dealer licensed by USDA, the person's name, address, and federal identification number;</li> <li>• Date of birth, if known; date of dealer's receipt; and location where received;</li> <li>• Immunizations and worming treatments while in dealer's possession (dates and type of treatment administered);</li> <li>• Any known disease, sickness, or congenital condition adversely affecting cat's health</li> <li>• Any vet treatment or medication received while in dealer's possession; and</li> <li>• One of the following: <ul style="list-style-type: none"> <li>(1) A statement signed by dealer at sale, indicating the cat has no known disease or illness and the cat has no known congenital condition that adversely affects cat's health at sale;</li> <li>(2) Any known congenital condition that adversely affects cat's health at sale along with a statement signed by a vet that authorizes sale, recommends necessary treatment, and verifies cat does not require hospitalization or nonelective surgery, and is not likely to require it</li> </ul> </li> </ul>	<p>General Business Law §755: Civil penalty, \$50-\$1,000 fine and violations can be enjoined. Also, license may be revoked, suspended or refused renewal. Director of municipal consumer affairs and/or local government can enforce this statute.</p>

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		<p>in the future. (<b>Exception:</b> Parasites [unless their presence makes the cat clinically ill or is likely to do so]).</p> <p>The statement is valid for 14 business days following exam.</p> <p><b>For dogs:</b></p> <ul style="list-style-type: none"> <li>• Breeder's name and address, or, if not known, source. If from dealer licensed by USDA, the person's name, address, and federal identification number;</li> <li>• Date of birth and dealer's receipt. If not advertised or sold as a purebred, the date of birth may be approximated;</li> <li>• Breed, sex, color and identifying marks. If from a USDA licensed source, the individual identifying tag, tattoo, or collar number. If breed is unknown or mixed, the record must state so. If being sold as capable of registration, the names and registration numbers of sire and dam, and the litter number (if known);</li> <li>• Inoculations and worming treatments administered while in dealer's possession (dates and types);</li> <li>• Any vet treatment or medication received while in dealer's possession; and</li> <li>• ne of the following: <ul style="list-style-type: none"> <li>(1) A statement signed by dealer at sale, indicating that the dog has no known disease or illness and the dog has no known congenital condition that adversely affects dog's health at sale; or</li> <li>(2) Any known congenital condition that adversely affects dog's health at sale, along with a statement signed by a vet that authorizes sale, recommends necessary treatment, and verifies dog does not require hospitalization or nonelective surgery, and is not likely to require them in the future. (<b>Exception:</b> Parasites [unless their presence makes dog clinically ill or is likely to do so]).</li> </ul> </li> </ul>	

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		<p>The statement is valid for 14 business days following exam.</p> <p>Disclosure must be signed by dealer (certifying the accuracy of the statement) and the purchaser (acknowledging receipt of the statement). At sale, each dealer must provide purchaser with information on the value of spaying and neutering.</p> <p>Requires dealer to conspicuously post within close proximity to the cages of dogs and cats a notice containing the following language in 100-point type:</p> <p>"Information on the source of these dogs and cats and the veterinary treatments received by these dogs and cats is available for review by prospective purchasers."</p>	
(General Business Law – Sale of Dogs And Cats) §754 Notice	1988	<p>Requires pet dealers to post a notice clearly visible to consumer and provide consumer at sale with a written notice setting forth consumer rights.</p> <p>Notices must be set forth by the commissioner, but may be contained in a written contract, an animal history certificate or separate document. The notice must be in 10-point boldface type.</p> <p>Prohibits restricting or diminishing consumer rights (by contract or otherwise).</p>	General Business Law §755: Civil penalty, \$50-\$1,000 fine and violations can be enjoined. Also, license may be revoked, suspended or refused renewal. Director of municipal consumer affairs and/or local government can enforce this statute.
<b>PENNSYLVANIA</b> (Pennsylvania Statutes – Trade And Commerce –Fair Trade, And Business Practices – Unfair Competition, Acts Or Practices) 73 Pa. Cons. Stat. §201-9.3 Dog purchaser protection	N/S	<p>Requires sellers to provide purchasers with a health record for dog at sale, and a health certificate issued by a vet within 21 days prior to sale or a guarantee of good health issued and signed by seller. The health record must include:</p> <ul style="list-style-type: none"> <li>• Dog breed or whether unknown or mixed. If advertised or represented as registrable, name and address of pedigree registry where dam and sire are registered;</li> <li>• Date of birth;</li> <li>• If not advertised or sold as purebred, registered or registrable, date of birth may be approximated;</li> <li>• Dog's sex;</li> <li>• Color and markings;</li> <li>• Vaccinations, if known, and the date, type and name of person who</li> </ul>	<p>\$1,000 civil penalty per violation.</p> <p>If, within 10 days after purchase, a dog is certified by a vet to be clinically ill (or dies) from a contagious or infectious illness or a parasitic illness which renders it unfit for purchase (or results in its death), the purchaser may either:</p> <ul style="list-style-type: none"> <li>• Return the dog for a complete refund of the purchase price (excluding sales tax);</li> <li>• Return the dog for replacement of equal value (of purchaser's choice) if available; or</li> <li>• Retain the dog and receive reimbursement for reasonable vet fees incurred in curing or attempting to cure dog</li> </ul>

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		<p>administered them, if known;</p> <ul style="list-style-type: none"> <li>• Known disease, illness or conditions; and a record of any vet treatment or medication received by the dog while in seller's possession;</li> <li>• Date, dosage and type of any parasitic medicine, if known; and</li> <li>• Seller's name, address and signature, and a statement affirming that the data is true</li> </ul> <p>A health certificate issued by a vet will certify the dog to be apparently free of:</p> <ul style="list-style-type: none"> <li>• any contagious or infectious illness;</li> <li>• any defect which is congenital and diagnosable with reasonable accuracy; and</li> <li>• parasitic infestations that make the dog clinically ill.</li> </ul> <p>It must include the name, address and signature of vet and the date the dog was examined.</p> <p>Requires a guarantee of good health dated and signed by both parties on date of sale, warranting that the dog being sold is apparently free of and does not exhibit any signs of any contagious or infectious disease, is apparently free from and does not exhibit any signs of any congenital defect, does not exhibit any signs of being clinically ill; and does not exhibit signs of a parasites.</p> <p>The guarantee of good health must clearly state in bold type:</p> <p><b>THIS GUARANTEE DOES NOT WARRANT THAT THIS DOG HAS BEEN EXAMINED BY A VETERINARIAN. THE PURCHASER IS ENCOURAGED TO HAVE THIS DOG EXAMINED BY A VETERINARIAN AS SOON AFTER PURCHASE AS IS FEASIBLE.</b></p> <p>Seller must also verbally state these facts to the purchaser.</p>	<p>(maximum seller's liability is the purchase price excluding tax). Only applies if purchaser's vet determines illness can be treated by procedures that are appropriate and customary. Reimbursement excludes the initial exam fee and diagnostic or treatment fees not directly related to the certification.</p> <p>If, within 30 days after purchase, a vet certifies that a dog has (or died from) a congenital defect that adversely affects the animal's health, the purchaser may choose a remedy (<i>above</i>).</p> <p><b>Note:</b> Remedies also apply to replacement dogs.</p> <p>The vet certification is supplied at the purchaser's expense. The vet certification must state:</p> <ul style="list-style-type: none"> <li>• Purchaser's name and address;</li> <li>• Exam date;</li> <li>• Breed and age of the dog;</li> <li>• That the vet examined the dog;</li> <li>• That the dog has or had an illness or a defect which renders it unfit for purchase or which resulted in its death;</li> <li>• The precise findings of the exam, diagnostic tests or necropsy;</li> <li>• The treatment recommended, if any, and an estimate or the actual cost of the treatment; and</li> <li>• The vet's name, address, telephone number and signature.</li> </ul> <p>Within 2 business days of exam which certifies illness, defect or death, purchaser must notify seller of the name, address and telephone number of the examining vet. Failure to notify or to carry out the recommended treatment prescribed by the vet results in forfeiture of rights.</p> <p>The refund or reimbursement must be within 14 days after receipt of vet certification. The certification must be presented to seller no later than 5 days</p>

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		<p style="text-align: center;">*****</p> <p>Seller who advertises or otherwise represents that a dog is registered or registerable must provide purchaser with:</p> <ul style="list-style-type: none"> <li>• Breeder's name and address;</li> <li>• Name and registration number of dam and sire of litter;</li> <li>• Name and address of the pedigree registry organization where dam and sire are registered; and</li> <li>• Documentation necessary to register dog must be provided by seller within 120 days of sale. The period may be extended by seller if dog is being imported from outside the US by notifying purchaser in writing of the reason for extension and a reasonable estimate of the arrival date of the documents.</li> </ul> <p>Seller may withhold registration application until purchaser supplies a signed vet's certificate stating dog has been spayed or neutered (if this was agreed to in writing at sale). Registration application must be provided within 10 days of receiving certificate if supplied beyond 120-day period.</p> <p>A summary of this statute must be</p>	<p>following receipt by purchaser.</p> <p>If seller contests the remedy, seller may, within 2 business days of notification, require purchaser to produce dog for exam by a licensed vet chosen and paid for by seller.</p> <p>If dog is incapable of being transported because of being hospitalized, the attending vet must provide all relevant info requested by seller's vet. Unless hospitalized, failure to produce dog within 2 business days by purchaser will nullify any obligation by seller.</p> <p>After exam, if parties are unable to reach an agreement (on the remedies <i>above</i>) within 14 days following receipt of dog for the exam, either party may file a lawsuit.</p> <p style="text-align: center;">*****</p> <p>If seller fails to provide documentation within 120 days of sale or to notify the purchaser of extension, purchaser may either:</p> <ul style="list-style-type: none"> <li>• Return the dog and receive full refund of the purchase price excluding sales tax; or</li> <li>• Retain the dog and receive 50% refund of purchase price.</li> </ul>

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		<p>conspicuously posted in the place of business. The Office of Attorney General will establish regulations specifying the contents of the notice. The posted notice must state that the health record info is available on request.</p> <p>At sale, seller must provide a written notice setting forth consumer rights. The notice must include the following:</p> <p>THIS DISCLOSURE OF RIGHTS IS A SUMMARY OF PENNSYLVANIA LAW. THE ACTUAL PROVISIONS OF THE LAW ARE IN SECTION 9.3 OF THE UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW.</p> <p><b>Exceptions:</b></p> <ul style="list-style-type: none"> <li>• Parasites (unless dog is clinically ill or dies due to them).</li> <li>• Injury sustained or illness most likely contracted subsequent to sale</li> <li>• Where a health certificate disclosed the health problem at sale. The disclosure must be signed by both parties. (<b>Note:</b> If seller guaranteed good health, this exception does not apply.)</li> </ul>	
<p><b>SOUTH CAROLINA</b> (Animals, Livestock And Poultry – Diseases And Infections – General Provisions) §47-13-160 <i>Fitness of registered companion dog or cat for sale; definitions; certifications; remedies</i></p>	<p>1993</p>	<p>Prohibits dealers, shops and breeders from selling a registered companion dog or cat without providing a statement certifying that the animal has received an infectious disease inoculation. The inoculation must be suitable for age and species and must have been given within 14 days (if under 6 months of age) or within previous 90 days (if over 6 months). Proof of vaccination must be provided at sale, along with “Election of Options” notice.</p> <p>When purchaser presents a certification of unfitness, seller must confirm purchaser's election in writing and provide purchaser a copy. [See the statute for language required in the certification.]</p> <p>[See §47-9-40, which prohibits altering</p>	<p>If, within 14 days of sale of a registered dog or cat, a vet certifies animal to be unfit for purchase due to a noncongenital condition or within 6 months due to a hereditary condition, a purchaser may elect either:</p> <ul style="list-style-type: none"> <li>• To return the animal and receive refund of the purchase price including tax, and reimbursement of vet fees (incurred before purchaser's receipt of certification). Maximum reimbursement for fees is 50% of purchase price including tax.</li> <li>• To retain animal and receive reimbursement for vet fees (incurred before purchaser's receipt of certification) and future cost of fees in curing or attempting to cure animal. Maximum liability is 50% of purchase price including tax.</li> </ul>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
		<p>the teeth of a horse or mule for deception as to the age of the animal.]</p>	<ul style="list-style-type: none"> <li>• To return animal and receive an animal of the purchaser's choice of equivalent value and reimbursement of vet fees (incurred before purchaser's receipt of the certification). Maximum reimbursement for fees is 50% of purchase price including tax.</li> <li>• To receive full refund of the purchase price including tax, or an animal of purchaser's choice of equivalent value, and reimbursement of vet fees if death occurs within 14 days of date of purchaser's possession (<b>except</b> where death occurs by accident or injury sustained during that period). Maximum liability is 50% of purchase price including tax.</li> </ul> <p>Seller must accept vet certification delivered by purchaser within 5 days of purchaser's receipt of it. The certification must contain:</p> <ul style="list-style-type: none"> <li>• Name of owner;</li> <li>• Date of exam;</li> <li>• Breed, color, sex, and age;</li> <li>• Findings;</li> <li>• That vet certifies animal to be unfit for purchase;</li> <li>• Itemized statement of vet fees incurred;</li> <li>• Where animal is curable, an estimated fee to cure the animal;</li> <li>• Where the animal has died, a statement setting forth probable cause of death; and</li> <li>• Name and address of the certifying vet and date of certification.</li> </ul> <p>If seller refuses to refund purchase price and fees, the purchaser may file a lawsuit. If the court finds the seller in violation, the court must award the purchaser 2x the purchase price and vet fees, attorney's fees, and costs.</p>
<b>VERMONT</b> (Internal Security And Public Safety – Animals – Sale Of	1989	Vet certification must be on a particular form and must include: <ul style="list-style-type: none"> <li>• an identification of type of animal;</li> </ul>	Consumer entitled to a remedy if: <ul style="list-style-type: none"> <li>• within 7 days after sale, a vet certifies animal to be unfit for</li> </ul>

STATE	YEAR	PROVISIONS	REMEDY OR PENALTY
Dogs And Cats) <i>Vt. Stat. Ann. tit 20, §4302 Sale of an animal; restitution</i>		<ul style="list-style-type: none"> <li>• owner, date and diagnosis;</li> <li>• treatment recommended and estimated cost of the treatment; and</li> <li>• notice provisions. (<i>below</i>)</li> </ul> <p>Every dealer must provide the consumer at sale with the written form established by the commissioner. The notice may be included in a written contract, an animal history certificate or other separate document.</p> <p>The commissioner must establish other information which must be provided in writing by the dealer to the consumer at sale. The info must include:</p> <ul style="list-style-type: none"> <li>• a description of the animal (including breed);</li> <li>• date of purchase;</li> <li>• name, address and telephone number of consumer; and</li> <li>• purchase price.</li> </ul> <p>Certification occurs when signed by dealer.</p> <p><b>Exceptions:</b></p> <ul style="list-style-type: none"> <li>• Intestinal parasites; and</li> <li>• Injury or illness sustained subsequent to the consumer taking possession.</li> </ul>	<p>purchase due to illness or signs of contagious or infectious disease; or</p> <ul style="list-style-type: none"> <li>• within 1 year the vet certifies the existence of congenital malformation or hereditary disease;</li> </ul> <p>The consumer can:</p> <ul style="list-style-type: none"> <li>• return the animal and receive a full refund of purchase price including tax and reasonable vet fees related to certification;</li> <li>• return the animal and receive an animal of consumer's choice of equivalent value, and reasonable vet costs related to certification; or</li> <li>• retain the animal and receive reimbursement from dealer for reasonable vet service for curing (or attempting to cure) the animal (maximum is purchase price).</li> </ul> <p>Refund or reimbursement must be made within 10 business days following receipt of the signed vet certification. The certification must be presented within 3 business days by the consumer.</p>
(Internal Security And Public Safety – Animals – Sale Of Dogs And Cats) <i>Vt. Stat. Ann. tit 20, §4303 Challenge by pet dealer</i>	1989	N/A	To contest a remedy, dealer may require consumer to produce animal for exam by a vet chosen by dealer. If parties are unable to reach an agreement within 10 business days of an exam, the consumer can file a lawsuit.
<b>VIRGINIA</b> (Agriculture, Horticulture And Food – Comprehensive Animal Laws – Animal Welfare) <i>§3.1-796.70 Sale, etc., of unweaned or certain immature animals prohibited, vaccinations required for dogs and cats; penalty</i>	1984	<p>Requires dealers to provide dogs and cats with current vaccinations against contagious diseases (recommended for and appropriate to animal's age and breed) at least 5 days before new owner takes possession. (Dogs = DHLPP and cats = FVRCP.)</p> <p>Requires dealers to provide new owner with immunization history.</p> <p>[See §3.1-796.67:2 for state's responsibilities in enforcing this chapter.]</p>	Class 3 Misdemeanor, a fine of not more than \$500.00.

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		[See Animal Cruelty chapter for additional provisions under this statute.]	
(Agriculture, Horticulture And Food – Comprehensive Animal Laws – Animal Welfare) §3.1-796.72 <i>Misrepresentation of animal's condition; penalties</i>	1984	Prohibits: <ul style="list-style-type: none"> <li>• misrepresenting the physical condition of an animal at the animal's sale, transfer or delivery; and</li> <li>• selling, delivering or transferring the animal knowing that the animal has an infection, communicable disease, parasite, abnormality or physical defect that is not disclosed to the transferee.</li> </ul> <p><b>Exception:</b> Parasites in an agricultural animal (unless they make the animal clinically ill).</p> <p><b>Exception</b> as per §3.1-796.74: Vet hospitals and vet boarding.</p>	Class 3 Misdemeanor, a fine of not more than \$500.00.
(Agriculture, Horticulture And Food – Comprehensive Animal Laws –Sale Of Dogs And Cats By Dealers) §3.1-796.78 <i>Sale without pet dealer's animal history certificate violation of Consumer Protection Act; contents of certificate</i>	1984	Prohibits dealers from representing that a dog or cat is purebred and selling the animal and then failing to provide to the consumer an animal history certificate (when the consumer takes possession). The animal history certificate must contain: <ul style="list-style-type: none"> <li>• animal's breed, sex, age, color and birth date;</li> <li>• name and address of person from whom the dealer purchased the animal;</li> <li>• breeder's name and address;</li> <li>• name and registration number of the sire and dam;</li> <li>• if examined, the date on which the animal was examined by a vet;</li> <li>• examining vet's name, address and findings; and</li> <li>• all vaccines administered (identity, quantity, and name and address of person administering).</li> </ul> <p>Dealer must keep a copy of the certificate (signed by the consumer) for 1 year after the sale.</p>	As per As per § 3.1-796.128, Class 4 Misdemeanor: Maximum fine of \$250.  As per §3.1-796.79: Dealers who include false or misleading statements in the animal history certificate: Consumer Protection Act violation (§ 59.1-196 et seq.).  In any action brought under this chapter, if the court finds that a person has willfully engaged in an act or practice in violation of §59.1-200 the Attorney General, the attorney for the Commonwealth, or the attorney for the county, city, or town may recover for the Literary Fund, upon petition to the court, a civil penalty of not more than \$ 2,500 per violation. For purposes of this section, prima facie evidence of a willful violation may be shown when the Attorney General, the attorney for the Commonwealth, or the attorney for the county, city, or town notifies the alleged violator by certified mail that

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			<p>an act or practice is a violation of § 59.1-200, and the alleged violator, after receipt of said notice, continues to engage in the act or practice.</p> <p>Any person who willfully violates the terms of an assurance of voluntary compliance or an injunction issued under § 59.1-203 shall forfeit and pay to the Literary Fund a civil penalty of not more than \$ 5,000 per violation. For purposes of this section, the circuit court issuing an injunction shall retain jurisdiction, and the cause shall be continued, and in such cases the Attorney General, the attorney for the Commonwealth, or the attorney for the county, city, or town may petition for recovery of civil penalties.</p> <p>In any action pursuant to subsection A or B and in addition to any other amount awarded, the Attorney General, the attorney for the Commonwealth, or the attorney for the county, city, or town may recover any applicable civil penalty or penalties, costs, reasonable expenses incurred by the state or local agency in investigating and preparing the case not to exceed \$ 1,000 per violation, and attorney's fees. Such civil penalty or penalties, costs, reasonable expenses, and attorney's fees shall be paid into the general fund of the Commonwealth or of the county, city, or town which such attorney represented.</p>
<p>(Agriculture, Horticulture And Food – Comprehensive Animal Laws –Sale Of Dogs And Cats By Dealers) §3.1-796.80 <i>Consumer remedies for receipt of diseased animal upon certification by veterinarian</i></p>	1984	N/A	<p>Consumer entitled to remedy if, within 10 days after receipt of animal described as being purebred, a vet certifies the animal to be unfit for purchase due to illness, a congenital defect that is harmful to animal's health, or symptoms of a contagious disease. The remedy is the:</p> <ul style="list-style-type: none"> <li>• right to return animal and receive a refund of purchase price including tax; or</li> <li>• right to return animal and receive an exchange animal (of equal</li> </ul>

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			<p>value) of consumer's choice.</p> <p>The remedy must be made by the dealer within 10 business days after receipt of a signed vet certification.</p>
<p>(Agriculture, Horticulture And Food – Comprehensive Animal Laws –Sale Of Dogs And Cats By Dealers) §3.1-796.81 <i>Written notice of consumer remedies required to be supplied by pet dealers</i></p>	1984	<p>Requires dealers to provide notice to a consumer of consumer remedies prior to the delivery of a dog or cat. The notice must be in a written contract, the animal history certificate or a separate document. The notice must be in a particular format. [See the statute for precise language of the notice.]</p>	<p>As per § 3.1-796.128, Class 4 Misdemeanor: Maximum fine of \$250.</p>
<p>(Agriculture, Horticulture And Food – Comprehensive Animal Laws –Sale Of Dogs And Cats By Dealers) §3.1-796.82 <i>Failure of pet dealer to effect registration after promise; violation of Consumer Protection Act; remedies; veterinary certification; finding of intestinal parasites; illness subsequent to sale</i></p>	1984	<p>Prohibits dealers from representing that a dog or cat is purebred and then failing to register the animal or provide consumer with registration documents within 120 days after the sale.</p> <p><b>Exception:</b></p> <ul style="list-style-type: none"> <li>• Intestinal parasites (unless animal is clinically ill due to them).</li> <li>• Injury sustained or illness contracted subsequent to the consumer's possession.</li> </ul>	<p>As per § 3.1-796.128, Class 4 Misdemeanor: Maximum fine of \$250.</p> <p>If dealer fails to register the animal or provide the necessary documents within 120 days, the consumer can:</p> <ul style="list-style-type: none"> <li>• return the animal and receive a refund of purchase price plus tax; or</li> <li>• retain the animal and receive maximum 50% refund of purchase price and tax.</li> </ul> <p>The vet certification and statement must be presented to the dealer within 3 business days after receipt by the consumer. The certification/statement must include:</p> <ul style="list-style-type: none"> <li>• name of owner;</li> <li>• date of exam;</li> <li>• breed, color, sex, and age;</li> <li>• findings;</li> <li>• that the vet certifies animal to be unfit for purchase; and</li> <li>• date, name and address of the certifying vet.</li> </ul> <p>Violation of Virginia Consumer Protection Act. [As per §59.1-200, violations are consumer fraud.]</p> <p>In any action brought under this chapter, if the court finds that a person has willfully engaged in an act or practice in violation of §59.1-200</p>

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			<p>the Attorney General, the attorney for the Commonwealth, or the attorney for the county, city, or town may recover for the Literary Fund, upon petition to the court, a civil penalty of not more than \$ 2,500 per violation. For purposes of this section, prima facie evidence of a willful violation may be shown when the Attorney General, the attorney for the Commonwealth, or the attorney for the county, city, or town notifies the alleged violator by certified mail that an act or practice is a violation of § 59.1-200, and the alleged violator, after receipt of said notice, continues to engage in the act or practice.</p> <p>Any person who willfully violates the terms of an assurance of voluntary compliance or an injunction issued under § 59.1-203 shall forfeit and pay to the Literary Fund a civil penalty of not more than \$ 5,000 per violation. For purposes of this section, the circuit court issuing an injunction shall retain jurisdiction, and the cause shall be continued, and in such cases the Attorney General, the attorney for the Commonwealth, or the attorney for the county, city, or town may petition for recovery of civil penalties.</p> <p>In any action pursuant to subsection A or B and in addition to any other amount awarded, the Attorney General, the attorney for the Commonwealth, or the attorney for the county, city, or town may recover any applicable civil penalty or penalties, costs, reasonable expenses incurred by the state or local agency in investigating and preparing the case not to exceed \$ 1,000 per violation, and attorney's fees. Such civil penalty or penalties, costs, reasonable expenses, and attorney's fees shall be paid into the general fund of the Commonwealth or of the county, city, or town which such attorney represented.</p>