

# Dog Buyer's Protection Act

## Model Law

Copyright @ 2009 National Animal Interest Alliance



Presented by

## The National Animal Interest Alliance

Our members feed, clothe, heal, comfort, educate, inform, entertain and protect the world!

[www.naiaonline.org](http://www.naiaonline.org)

## **The Mission and Background of the National Animal Interest Alliance**

The Mission of the National Animal Interest Alliance is to promote the welfare of animals, to strengthen the human-animal bond, and safeguard the rights of responsible animal owners and professionals through research, public education and sound public policy. NAIA's unique role is to provide a balanced, fact-based approach to animal welfare issues based on the expertise and perspective of those who live and work with animals. NAIA endorses the development and advancement of high standards of care for pets, livestock, lab animals, and animals used in sport, recreation, and education.

Many of our members serve on local, state, and national advisory boards dedicated to developing laws, policies, and regulations governing the interactions between people and animals. They volunteer in animal shelters, participate in breed or species rescue efforts, teach dog obedience classes, organize public education seminars and events, and share their expertise with newcomers to their field and the general public.

NAIA is a moderate organization that supports the rule of law and opposes illegal acts whether committed by animal abusers or animal rights extremists. NAIA also opposes so-called educational campaigns that use "consciousness-raising" exercises that depend on sensationalism or misrepresentation of facts about animal issues. Such distortions lead to widespread misunderstandings of critical issues that ultimately damage people, animals and society.

NAIA addresses evolving animal welfare issues throughout the country by providing a framework of reasonable laws and rules to ensure that animal welfare is protected and a reasonable means exists to enforce those laws and rules within the context of our national and state constitutional provisions.

With such a broad spectrum of expertise at our fingertips, we are ready, willing and able to offer this guide and to help communities implement the ideas it contains. Feel free to call on us for assistance at [www.naiaonline.org](http://www.naiaonline.org).

## **NAIA's Guide to Dog Buyer's Protection Laws**

The association between people and dogs is the oldest and most celebrated of all human-animal relationships, and so in some ways it's surprising that people have learned so little about how to go about acquiring a healthy, well socialized dog that will fit their lifestyle. The National Animal Interest Alliance has developed this consumer guide and model law, to help consumers make the best choice possible when seeking a family dog.

NAIA recognizes that dogs, dog breeders, puppy buyers, and their communities benefit from carefully-constructed, well-balanced laws and policies that address the canine-human bond. Among these laws and policies are those that promote the responsible breeding, raising, and selling of healthy pets to educated and responsible consumers. We support reasonable efforts to hold breeders and sellers responsible for the health of the puppies they offer to the public and recognize that a key component of reducing animal shelter populations, dangerous dog problems, and neighborhood nuisances is helping people choose the right dog in the first place. Thus we believe that laws and policies should not only set reasonable requirements for selling dogs, they should also encourage potential buyers to do their homework before the purchase and to follow through with appropriate health and training recommendations made by breeders and others who sell puppies or adult dogs.

When pet buyers investigate breeds and breeders and prepare themselves to accept a new puppy, they are more likely to

- provide proper housing, training, and medical care for the pet;
- understand the unique nature of the dog they have chosen to share their lives;
- recognize and avoid unreliable and unscrupulous breeders;
- hold realistic expectations of the pet they purchase; and
- recognize that even carefully-bred puppies can develop health and/or temperament problems.

Without this knowledge, disappointed pet buyers may resort to lawsuits and encourage lawmakers to draft lopsided, unworkable legislation that attempts to regulate all breeders in all situations. Punitive legislation of this sort holds responsible law abiding breeders to an unreasonable standard while the scofflaws that ignored preexisting laws and regulations will continue to duck regulation.

### **I. The NAIA approach**

Many so-called pet lemon laws follow complaints about sick puppies or are enacted as provisions in bills directed at dog breeders. NAIA has a fresh approach: encourage consumers to do some research before they select a pet or a pet provider while requiring breeders and other sellers to meet some consumer protection standards. This approach gives buyers a screening process to help distinguish good pet suppliers from bad, whether they are breeders, pet stores, rescue groups, commercial kennels, or shelters.

Like other sunshine laws, our approach focuses on the open exchange of information between parties, including full disclosure of records and facts. We believe it will be a far more effective alternative to laws that treat animals like manufactured goods and attempt to anticipate every conceivable problem that could affect a pet.

It is our hope that this model, if implemented, will protect pets, buyers and sellers, reduce the number of irresponsible pet owners, and ferret out the problematic pet suppliers. Pets, pet owners, and communities stand to benefit tremendously.

## **II. Characteristics of an effective consumer protection law**

Consumers need protection from unscrupulous and irresponsible pet sellers and from fraud, unsound business practices, and the purchase of unhealthy animals. However, to be effective, these laws should reasonably reflect the obligations of both parties.

Unfortunately, most lemon laws fall short of these goals. They attempt to mandate “perfect world” solutions aimed at protecting consumers from every conceivable problem. They miss opportunities to educate pet buyers before they purchase a pet, and they are often difficult to enforce. In addition, lemon laws often place all of the responsibility on the seller whether the animal is obtained through purchase or adoption, even though the acquisition of a pet is a two-way street.

## **III. Reasonable protections and guarantees**

Consumer laws should offer protection from fraud, misrepresentation, and breach of contract. They should also require sound business practices. In order to assure that purchasers receive what they are promised, sellers and adopting agencies should provide purchasers with a detailed bill of sale or adoption terms or a contract describing the animal and the conditions of the transaction. That information should include:

- The names, the home, business and e-mail addresses, and the phone numbers of buyers and sellers;
- The date of sale;
- The purchase price;
- The conditions of the sale, including warranties and disclosures and the responsibilities of both parties;
- The age of the pet (estimated if a shelter animal);
- The sex of the pet and its breeding status, i.e., whether it can be bred, must be altered, or has been altered;
- The pet’s color and distinctive markings;
- Any identifying tattoo or microchip number; and
- The breed, if applicable and if known with reasonable certainty.

In the case of a purebred dog purchased from a breeder or a pet store, the seller should also provide in writing, prior to the consummation of the sale:

- A pedigree showing at least three generations of the animal’s lineage;
- The name of the registering organization if the pet is sold as registered or eligible for registration (i.e., the American Kennel Club); and
- A guarantee that the registration papers will be delivered within 60 days of the sale if they are not available at the time of the sale and transfer.

Consumers have a right to expect that they are purchasing a healthy pet. To assure this, the seller should provide:

- A guarantee stating that the pet is healthy and free of parasitical infestation at the time of sale;
- A health record warranting that the pet has received all appropriate vaccinations and treatments for parasites along with a medical history showing all relevant veterinary check ups, procedures or treatments;
- A reference to parent club (described below) contacts for educational information about the breed; and
- A checklist enumerating these items for the buyer to sign.

## **IV. Health screenings**

Consumers have a right to know and an obligation to discover the background of a particular pet regarding congenital or hereditary conditions and diseases if they have been identified. Although the relative uniformity of purebreds makes them more predictable than mixed-breeds in skeletal structure, size, temperament, coat type and certain characteristics related to longevity and health, they possess practically infinite genetic variation and potential and never produce identical phenotypes or genetic heritage.

As a result, fail-safe warranties are not possible. Some genetic diseases run in breeds as they do in some human families. Mixed breeds suffer from the same array of maladies as purebreds, but they do so in a less predictable manner. Nonetheless, the degree of variation that makes dogs infinitely more complex than a machine also renders them absolutely impossible to unequivocally guarantee. As such, there is some degree of risk that must be recognized and knowingly undertaken in the purchase or adoption of a pet.

The good news is that the degree of predictability found in purebreds allows conscientious breeders to perform health screening tests on potential breeding stock and identify carriers before using them in their breeding programs. This enables responsible breeders to reduce the incidence of certain genetic diseases in their puppies and in their breeds.

For diseases with simple modes of inheritance, genetic testing allows breeders to totally eliminate some diseases. In some breeds, responsible breeders routinely x-ray their stock before allowing them to breed. Others screen potential breeding stock for heart or eye diseases and other disorders that are sometimes found in their breed.

The bad news is that no screening test yet exists for many diseases and for some, the mode of inheritance is so complicated, the tests that have been developed are not very useful in predicting outcomes for individual progeny. The inheritance of diseases such as hip dysplasia is so complex that, in many breeds, even the most conscientious breeders will find its total elimination virtually impossible. Hip dysplasia occurs in large and rapidly growing breeds and mixes; even when the parents showed no outward or clinical signs of the disorder, it can still crop up. With new genetic findings and the improvement of screening tests and selection methods, the number of affected offspring can be greatly reduced; but similar to human medical progress, animal husbandry is not a perfect science and total elimination is not always possible.

## **V. Buyer responsibility**

A distinguishing characteristic of NAIA's consumer protection law is its emphasis on consumer education. NAIA believes that the public is better protected by lemon laws that educate

consumers prior to the sale – thus enabling purchasers to distinguish between conscientious and careless breeders or sellers – more than by laws that attempt to protect consumers from every conceivable possibility after the sale when the damage has already been done.

NAIA also believes that buyers have some level of responsibility to discover the nature, medical background and tendencies of the animal they are purchasing. Achieving this goal is possible through the parent club networks of organizations such as the American Kennel Club and other national dog organizations.

For instance, the AKC is a club of clubs. AKC-recognized breeds are represented within the organization by a parent club for each breed. Parent club members have a special interest in and love for their breed and actively work to improve it. They are breed advocates prepared to share important breed information with the public. Buyers can obtain breed-specific information and expertise by contacting the parent breed clubs or visiting their websites. They can locate parent clubs through the AKC website.

The most useful lemon law would disclose that such resources exist and encourage potential buyers to read up on the breeds they are considering before purchasing. Knowing the right questions to ask is half the battle for uninformed consumers. The answers they receive will help them make an educated purchase and enable them to draw distinctions between responsible and casual breeders. For instance, if the purchaser is considering a breed that is known to have a higher incidence of hip dysplasia than others, he will know to ask if the parents were x-rayed and to see the OFA number and rating. Simultaneously he will learn if he is dealing with a conscientious breeder, a beginner, or someone who is just trying to make a quick buck. In many cases, disclosure alone will provide the informed consent necessary for all parties to go forward in an ethical and businesslike way.

In other cases, knowledge of a higher incidence of a specific disease in a particular background or breed may encourage the parties to initiate warranty language covering the possibility of its development. Buyers should also inform sellers of any known situations that might affect the health of the pet, i.e., that a previous pet died of an infectious disease, whether other pets have been treated for an infectious disease or parasite invasion, or if the buyer is fighting a flea, tick, or worm infestation on his property.

Finally, compensation for pet illness, genetic abnormality, or registration ineligibility should be based on two considerations: whether buyers followed seller recommendations or requirements for veterinary visits, registration paperwork, and puppy care and training, and whether the illness or injury was caused by consumer negligence or carelessness. (1)

## **VI. Seller responsibility**

Beyond the health screenings and other protections listed above, sellers and adopting agencies need to disclose their policies regarding preexisting diseases or parasites; congenital or hereditary diseases that may develop later; or preexisting temperament problems in the case of older dogs. Sellers should also disclose their policies regarding refunds, returns, replacements or reimbursement of veterinary expenses.

Finally, lemon laws should give sellers the opportunity to opt out of the provisions as long as they post signs informing consumers that the pet is being sold “as is” and provide a document for buyers to sign that acknowledges that they understand the conditions of the sale.

## **VII. Implementation**

Obviously, laws affecting the breeding and ownership of animals vary from state to state and community to community, so pet consumer laws must be individually tailored to fit existing ordinances, worked into ordinance amendments, and adapted to local situations. However, certain universal provisions can become an important part of any legislative draft. The most important aspect of consumer protection law is to tell consumers that they are protected and inform them of their responsibilities in transactions with sellers. To this end, the bulleted points above and a set of points derived from the “buyer responsibility” section can be published as a checklist available from consumer protection offices, state or local departments dealing with animal matters, and pet sellers and adoption agencies.

It’s equally important to tell buyers if they are not protected. Thus the law should allow sellers to opt out of the provisions as long as they so inform potential buyers in writing prior to the sale. If the consumer purchases a puppy regardless of this statement, he should not be entitled to compensation if the puppy is ill or develops a genetic health problem, or cannot be registered.

It is also necessary to determine which state or local government department will be responsible for administration and enforcement of the law. State governments may assign animal law to agriculture departments and local governments may delegate all animal matters to animal control agencies. However, consumer protection agencies might also claim jurisdiction.

Finally, because public and private shelters have become major sources of pets, lawmakers should reconsider the exemptions generally given these entities by requiring them to abide by the conditions applied to pet sellers unless they opt out with a public statement that all adoptions are “as is.”

## **VIII. Notes**

As a regulatory drafting resource, NAIA provides the following outline and comments for proposed legislation:

### **Section 1. Definitions:**

“Animal” in this draft refers to dogs.

“Breed” refers to any dog that is registered or eligible to be registered as a purebred by bona fide purebred registry,

“Consumer.” Any person receiving the transfer of a dog, except by wholesale purchase.

“Person.” Individuals, corporations, including not for profit organizations, partnerships and associations and their employees or agents.

“Reasonable Veterinary Fees.” Veterinary fees shall be deemed reasonable if the service is

appropriate for the diagnosis and treatment of the serious health problem and the cost of the service is comparable to similar services provided by licensed veterinarians in close proximity to the treating veterinarian.

“Seller.” Any person who transfers ownership of dogs to the public for value.

“Transfer.” Any change in ownership or possessory interest in an dog by any means including, but not limited to, selling, leasing, adopting, giving away, exchanging, bartering, offering an inducement, trading, auctioning, raffling, or donating.

“Unfit for purchase.” The occurrence in a dog of any disease, deformity, injury, physical condition, illness or congenital or hereditary defect that was manifest and diagnosed within 7 business days of the purchase date and likely existed prior to, or was contracted on or before the sale and possession of the dog by the consumer.

*Dog Ownership Transfers - NAIA supports transfer requirements for every transfer, public or private, individual or by an organization, association or governmental entity.*

## **Section 2. Conflict of statutory remedies**

No provision of this act shall be construed in any way to alter, diminish, replace, or revoke:

- (i) The requirements for sellers or the rights of a consumer purchasing a dog from a seller as may be provided elsewhere in law or any rule or regulation adopted pursuant thereto; or
- (ii) Any recourse or remedy that is otherwise available to a consumer purchasing a dog from a seller under any other law.

## **Section 3. Limitations on recovery**

No refund, replacement, or reimbursement under this act shall be required if one or more of the following conditions exist:

- (i) The consumer fails to have the dog examined by a licensed veterinarian within the period specified in this section.
- (ii) Veterinary findings of intestinal or external parasites unless the dog is clinically ill or dies due to the condition.
- (iii) The consumer failed to perform or follow through with any reasonable treatment recommended by a licensed veterinarian who diagnosed the disease, illness, condition or defect upon examination of the dog.
- (iv) The serious health problem or death of the dog resulted from maltreatment, neglect,



or injury by the consumer or resulted from a condition arising after delivery of the dog to the retail purchaser; or

(v) The health certificate or guarantee provided by the seller fully disclosed the serious health problem for which the retail purchaser is seeking a remedy. Such disclosure must be documented in the health certificate or guarantee of good health issued at the time of the sale and signed by both the seller and the purchaser at the time of sale.

(vi) The consumer fails to return to the seller all documents provided to the consumer for the purpose of registering a dog that the consumer is returning to the seller.

#### **Section 4. Documentation requirements at time of sale**

(i) The seller shall provide health documentation for the consumer at the time of sale:

(A) A guarantee of good health issued by the seller, and dated and signed by the seller and the purchaser on the date of the 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 defect, which is congenital or hereditary; and does not exhibit any signs of being clinically ill or exhibit any signs of a parasitic infestation on the date of the sale. The guarantee of good health shall clearly state:

This guarantee does not warrant that a veterinarian has examined this dog. The purchaser has 7 business days within which to have this dog examined by the purchaser's veterinarian to determine whether it is "unfit for purchase" as defined herein. Within this 7-business day period, the buyer may negotiate with the seller any mutually agreeable resolution in writing to a diagnosis of "unfit for purchase," or the purchaser may seek remedy as provided herein. If the purchaser does not act and enter into negotiations with the seller or seek remedy within this 7-business day examination period, the dog is considered purchased and accepted by the purchaser in its existing condition, without further recourse to remedy at law or equity, for any condition or event that may occur in the future.

If the seller chooses his or her own documentation source, it should include at a minimum:

(B) A health certificate issued by a veterinarian within one week of the transfer date. The certificate shall certify the dog sold by the seller to be apparently free of any contagious or infectious illness and apparently free from any defect that is congenital or hereditary and diagnosable with reasonable accuracy and does not appear to bear clinical signs of parasitic infestation at the time of the physical examination. The health certificate shall include the name, address and signature of the veterinarian and the date the dog was examined.

(ii) The seller shall also provide to the purchaser a record stating:

- (A) The dog's breed, sex, color, and markings;
- (B) The dog's date of birth;
- (C) Any inoculations, medical treatment or medications the dog has received;
- (D) The name and address of the breeder of the dog;
- (E) The names of the parents of the dog and their registration numbers; and
- (F) Any individual identification tag, tattoo, microchip or other number identifying the dog.

If any of this information is unknown, the seller shall provide any information of which the seller or his agents or employees have knowledge. The record shall contain a statement that the information is complete and true to the best of the seller's knowledge.

- (G) A notification form provided by the State that shall provide the following:
  - (1) The full text of the rights and responsibilities provided for in subsection (d) of this section;
  - (2) The full text and description of the recourse to which the consumer is entitled pursuant to section 5 of this act;
  - (3) The statement that it is the responsibility of the consumer to obtain veterinary certification within the required amount of time provided by subsection xx of this section; and
  - (4) The full text of the rights and responsibilities of the seller and the consumer provided in subsection yy of this section.

The seller shall obtain the signature of the consumer on the form and shall also sign the form at the time of purchase of a dog, and shall provide the consumer with a signed copy of the form and retain a copy of the form on the seller's premises.

## **SECTION 5. Procedural aspects of transfer**

*(Example uses sections 5 through 11)*

(i) Subject to Section 4 of this Act, a consumer who complies with section 6 of this Act is entitled to a remedy under subsection (B) of this section if the following occurs:

- (A) Within 7 days after the consumer acquires the dog, a veterinarian states in writing that the dog has, or that the dog died as a result of, a disease, illness or condition adversely affecting the health of the dog that existed in the dog before or at the time the consumer acquired the dog. For purposes of this subsection, an intestinal or external parasite is not considered to adversely affect the health of the dog unless the presence of the parasite causes the dog to be clinically ill.

(ii) A consumer entitled to a remedy under this section may elect from among the following remedies:

- (A) Returning the dog to the seller for a full refund of the purchase price and, subject to subsection (3) of this section, reimbursement of any reasonable veterinary expenses incurred to diagnose the dogs condition.

(B) Exchanging the dog for another of equivalent value as determined by the sellers asking price and, subject to subsection (3) of this section, reimbursement of any reasonable veterinary expenses incurred to diagnose the returned dog's condition.

(C) Retaining the dog and, subject to subsection (3) of this section, receiving reimbursement of reasonable veterinary expenses incurred to diagnose or treat the dog.

(D) If the dog has died, receiving the refund and reimbursement of expenses allowed for a returned dog under paragraph (A) of this subsection or choosing another dog and receiving reimbursement of expenses in the manner provided for an exchange under paragraph (B) of this subsection. In addition, the consumer may obtain reimbursement for reasonable costs incurred in burying, cremating or otherwise disposing of the dog.

(iii) The amount of return or replacement costs, veterinary expenses and all costs incurred in medical care and final disposition that may be claimed for reimbursement under subsection (ii) (A) through (D) of this section may not exceed 150 percent of the purchase price of the dog.

(iv) For purposes of subsection (ii) of this section, veterinary expenses are presumed reasonable if the services rendered are of a type appropriate to diagnose or treat the disease, illness, condition or defect and if the fees for the services rendered do not exceed the reasonable and customary fees for similar services by other veterinarians in the community. The burden to establish that veterinary expenses incurred in the diagnosis and treatment of a dog were unreasonable is on the seller.

(v) A seller shall provide a consumer who complies with section 6 of this Act with the remedy elected by the consumer no later than 10 business days after the seller receives the veterinarian's written statement pursuant to section 6 of this Act. This subsection does not apply if the seller contests responsibility for a disease, illness or condition or congenital or hereditary defect under section 7 of this Act.

## **SECTION 6. Requirements for recovery**

(i) To qualify for the remedies described in section 5 of this Act, no later than 7 business days after the purchase date and upon veterinarian diagnosis of a disease, illness, adverse condition or congenital or hereditary defect for which remedy is sought, a purchaser shall:

(A) Provide the seller with a notice of the disease, illness, condition or defect that must include the name and telephone number of the veterinarian providing the diagnosis.

(B) Provide the seller with a written statement from the veterinarian who examined the dog that must include but is not limited to:

(1) The name and address of the consumer who acquired the dog.

- (2) The date on which the veterinarian examined the dog.
- (3) The breed and age of the dog, if known.
- (4) The sex and color of the dog and any distinguishing or identifying marks.
- (5) An affirmation by the veterinarian that the veterinarian has examined the dog and that the dog:
  - (a) Is clinically ill from or has symptoms of an infectious, contagious, parasitic or communicable disease, or an illness, that existed before or at the time the consumer acquired the dog;
  - (b) Is suffering from a condition that adversely affects the health of the dog, or that is likely to have a future adverse effect on the health of the dog, and that such condition existed before or at the time the consumer acquired the dog; or
  - (c) Has a congenital or hereditary defect that adversely affects the health of the dog or that is likely to have a future adverse effect on the health of the dog.
- (6) Copies of the laboratory reports, test results and other clinical information regarding the condition of the dog.
- (7) A copy of an itemized bill showing the veterinary expenses incurred by the consumer for the diagnosis and treatment of the dog.

## **SECTION 7. Disputes**

(i) If a seller contests responsibility for a disease, illness or condition or congenital or hereditary defect, and the dog is alive, the seller may choose a veterinarian and have the dog examined. The seller is responsible for the cost of the examination. The seller shall provide the consumer with a written statement of findings from the seller's veterinarian.

(ii) A consumer may bring an action in a court of law to obtain the remedies described in section 5 of this Act or the parties may by mutual consent submit the dispute to binding arbitration if:

(A) The consumer receives a statement of findings from the seller's veterinarian under subsection (1) of this section and the consumer and the seller are unable to resolve the dispute on or before 10 business days after the consumer receives the statement of findings; or

(B) The seller fails to choose a veterinarian and have the dog examined on or before 7 business days after the consumer delivers to the seller pursuant to section 6 of this Act a written statement from the consumer's veterinarian who examined the dog.

(iii) A court shall award reasonable attorney fees and costs to a prevailing party in an action brought to enforce remedies described in section 5 of this 2009 Act.

## **SECTION 8. Registration assurance and Breed identification**

(i) Registration assurances

(A) A seller may not state, promise or represent to a consumer that a dog is registered or capable of being registered with a national purebred dog registry or national breed club, if the dog is not recognized by a national purebred dog registry, unless the seller provides the consumer with proof of registration or that the dog is able to be registered. If the registration papers are unavailable at the time of sale, the documents necessary for registration shall be provided to the consumer no later than 60 days after the time of sale.

(B) If a seller fails to comply with subsection (i)(A) of this section, the consumer may send the seller a written notice of the noncompliance or misstatement and either:

(1) Retain the dog and receive a refund of 75 percent of the purchase price; or

(2) Return the dog, along with all documentation previously provided to the consumer by the seller, and obtain a refund of the purchase price.

(C) A court shall award reasonable attorney fees and costs to a prevailing party in an action brought to enforce remedies described in this subsection.

(ii) Breed Identification

(A) A seller may not advertise in any medium, state, promise, or represent to a consumer that a dog is a specific breed of dog without knowledge that the dog is a member of that breed.

(B) Knowledge of the breed of a dog under this act may be demonstrated only by documentary evidence that the dog is registered or capable of being registered as described in subsection (i) or by a written statement from a registry described in subsection (i) attesting to the breed of the dog.

(C) It shall be an offense for any seller to sell a dog as a specific breed without knowledge of the breed of the dog as required in subsection (ii)

(D) Each sale of a dog in violation of this section shall be a separate offense.

**SECTION 9. Records Maintenance**

(i) A seller shall maintain a written record of the health, status and disposition of each dog the seller transfers. The seller shall maintain the record for at least 12 months following the transfer a dog. The record shall include:

(A) All information the seller is required to disclose to a consumer under section 4 of this Act;

(B) Any complaints the seller receives from a consumer regarding the health of a dog; and

(C) Information regarding the return of any dog to the seller, including the reason for the return.

#### **SECTION 10. Notices.**

(i) A seller shall post at the place where the seller conducts the transfer of dogs a notice stating that consumers of a seller have specific legal rights and that a statement of those specific rights is available upon request. The notice shall be in substantially the following form:

Purchasers of dogs from this business have specific rights under the law. Purchasers must be provided with a written copy of those rights at the time of sale. Any person may receive a copy of those rights from this business upon request.

(ii) At the time that a consumer acquires a dog, the seller shall provide the consumer with a written notice stating the rights and responsibilities of the consumer under sections X to XX of this Act. The seller and the consumer shall sign the written notice.

(iii) If a seller transfers a dog with the representation that it qualifies to be registered, the seller shall provide the consumer with a written notice to be signed on the date of the transfer by the seller and the consumer. The notice shall be in substantially the following form:

Pedigree registries vary in the types of records kept and services offered to the public. As a buyer, you are encouraged to investigate any registry service before utilizing it.

#### *Additional notes:*

- 1. NAIA article (2002) introducing new concept in pet consumer laws.  
[http://www.naiaonline.org/articles/archives/public\\_policy.htm](http://www.naiaonline.org/articles/archives/public_policy.htm)*
- 2. An Ohio state representative introduced a pet consumer protection bill in the 2005-06 legislative session that not only protected pet buyers as outlined above, it included the following protections for pet sellers:*

*(E)(1) In the case of a animal that has a congenital defect or common hereditary disorder or has died from a congenital defect or common hereditary disorder, the seller shall not be required to accept the return of the animal, replace the animal with a healthy animal of the same pedigree if one is available, or provide the buyer with a refund or reimbursement for veterinary fees in any of the following situations:*

*(a) The seller informed the buyer, both orally and through a statement contained in the receipt, bill of sale, or contract required by division (B) of this section, that the congenital defect or common hereditary disorder existed in the animal at the time of sale.*

*(b) The defect, disorder, or death resulted from maltreatment, neglect, illness, or an injury that occurred after the buyer obtained physical possession of the animal.*

*(c) Following the seller's request that the buyer return to the seller copies of all documents provided, if any, for the purpose of registering the animal with a pedigree organization, the buyer fails to return the documents or provide the seller with a statement certifying that the documents have been inadvertently lost or destroyed.*

*(d) The buyer failed to carry out a treatment protocol, if any that was recommended by the veterinarian who examined the animal and confirmed the defect or disorder, and veterinary fees plus the cost of the treatment, if it had been carried out, would be equal to or less than the animal's purchase price.*

*(e) If the receipt, bill of sale, or contract required by division (B) of this section included recommended care instructions for the animal, the buyer failed to carry out those instructions.*

For more information contact the National Animal Interest Alliance at NAIA / PO Box 66579 / Portland, OR 97290

<http://www.naiaonline.org> / [executivedirector@naiaonline.org](mailto:executivedirector@naiaonline.org) / 503-227-8450