

ORANGE VILLA
VETERINARY HOSPITAL
BOARDING & GROOMING
714 - 637 - 3660

Dr. Richard E. Dahlem :
drdahlem@orangevillavet.com
Dr. Jeffrey Horn :
drhorn@orangevillavet.com
Dr. Sage:
drsage@orangevillavet.com

This article and many others can be found at: www.orangevillavet.com

Buying a new dog: notification of your rights

Buying a new dog can be fun and exciting. You are adding a new pet, a family member, who you hope will be with you for many, many years. The experience is usually fun. To see all those puppies and find the one which is just right for you and your family. But sometimes things don't always go as planned. Sometimes, the puppy isn't as healthy as you expected. Sometimes hidden diseases can cost hundreds of dollars. And the place where you purchased the pet may not only be not helpful, they may be downright hostile and try to intimidate you into a course of action that you don't want, such as simply returning the puppy you fell in love with.

This article spells out for you your rights, granted to you by California law. Other states may have similar statutes as well. The statutes are excerpts from California Health and Safety Code, Division 105, part 6. The complete code is available on line at www.leginfo.ca.gov

It addresses some common questions and concerns such as:

- the pet store/breeder says that I can only take my pet to their veterinarian
- what if my new pet has a genetic problem
- what if my pet needs expensive tests/diagnostics
- what if my pet dies from a pre-existing disease

Hopefully, you can dismantle the legal mumbo-jumbo. Important parts will be highlighted for you.

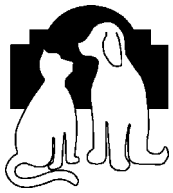
122190. Every pet dealer that sells a dog shall provide the Purchaser at the time of sale, and a prospective purchaser upon request, with a written notice of rights, setting forth the rights provided for under this section. The notice shall be contained in a

separate document. The written notice of rights shall be in 10-point type. A copy of the written notice of rights shall be signed by the purchaser acknowledging that he or she has reviewed the notice. The notice shall state the following:

"A STATEMENT OF CALIFORNIA LAW GOVERNING THE SALE OF DOGS?"

The sale of dogs is subject to consumer protection regulations. In the event that a California licensed veterinarian states in writing that your dog is unfit for purchase because it became ill due to an illness or disease that existed within 15 days following delivery to you, or within one year in the case of congenital or hereditary condition, you may choose one of the following:

- (1)** Return your dog and receive a refund of the purchase price, plus sales tax, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog plus sales tax.



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- (2)** Return your dog and receive a dog of your choice of equivalent value, providing a replacement dog is available, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog, plus sales tax.
- (3)** Keep the dog and receive reimbursement for reasonable veterinarian fees up to 150 percent of the original purchase price of the dog plus sales tax on the original purchase price of the dog.

In the event your dog dies, you may receive a refund for the purchase price of the dog, plus sales tax, or a replacement dog of your choice, of equivalent value, and reimbursement for reasonable veterinary fees for the diagnosis and treatment of the dog, if a veterinarian, licensed in this state, states in writing that the dog has died due to an illness or disease that existed within 15 days after the purchaser obtained physical possession of the dog after the sale by a pet dealer, or states that the dog has died due to a congenital or hereditary condition that was diagnosed by the veterinarian within one year after the purchaser obtained physical possession of the dog after the sale by a pet dealer. These fees may not exceed the purchase price of the dog, plus sales tax.

In order to exercise these rights, you must notify the pet dealer as quickly as possible but no later than five days after learning from your veterinarian that a problem exists. You must tell the pet dealer about the problem and give the pet dealer the name and telephone number of the veterinarian providing the diagnosis. If you are making a claim, you must also present to the pet dealer a written veterinary statement, in a form prescribed by law, that the animal is unfit for purchase and an itemized statement of all veterinary fees related to the claim. This information must be presented to the pet dealer no later than five days after you have received the written statement from the veterinarian.

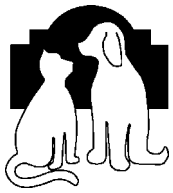
In the event that the pet dealer wishes to contest the statement or the veterinarian's bill, the pet dealer may request that you produce the dog for examination by a licensed veterinarian of the pet dealer's choice. The pet dealer shall pay the cost of this examination.

In the event of death, the deceased dog need not be returned to the pet dealer if you submit a statement issued by a licensed veterinarian stating the cause of death.

If the parties cannot resolve the claim within 10 business days following receipt of the veterinarian statement or the examination by the pet dealer's veterinarian, whichever event occurs later, you may file an action in a court of competent jurisdiction to resolve the dispute. If a party acts in bad faith, the other party may collect reasonable attorney's fees.

If the pet dealer does not contest the matter, the pet dealer must make the refund or reimbursement no later than 10 business days after receiving the veterinary certification.

If the pet dealer has represented your dog as registerable with a pedigree organization, the pet dealer shall provide you with the necessary papers to process the registration within 120 days



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following the date you received the dog. If the pet dealer fails to deliver the papers within the prescribed timeframe, you are entitled to return the dog for a full refund of the purchase price, including sales tax, or a refund of 75 percent of the purchase price, including sales tax if you choose to keep the dog.

This statement is a summary of key provisions of the consumer remedies available. California law also provides safeguards to protect pet dealers from abuse. If you have any questions, obtain a copy of the complete relevant statutes.

This notice shall be contained in a separate document. The written notice shall be in 10-point type. The notice shall be signed by the purchaser acknowledging that he or she has reviewed the notice. The pet dealer shall permit persons to review the written notice upon request.

NOTE: This disclosure of rights is a summary of California law. The actual statutes are contained in Article 2 (commencing with Section 122125 of Chapter 5 of Part 6 of Division 105 of the Health and Safety Code."

122215. Every retail dealer shall post conspicuously on the cage of each dog offered for sale a notice indicating the state where the dog was bred and brokered.

122220.(a) Every pet dealer shall post conspicuously within close proximity to the cages of dogs offered for sale, a notice containing the following language in 100-point type:

"Information on the source of these dogs, and veterinary treatments received by these dogs is available for review."

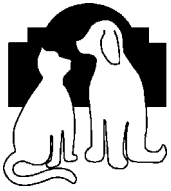
"You are entitled to a copy of a statement of consumer rights."

(b) Every pet dealer shall, upon request for information regarding a dog, make immediately available to prospective purchasers all of the information required to be disclosed to purchasers pursuant to subdivision (b) of Section 122140 and pursuant to Section 122190.

When you purchase your pet, you must be furnished with all records of vaccination, deworming, and any veterinary treatment. It is illegal for a pet dealer knowingly sell a sick dog which might require hospitalization and/or surgery. If the pet is sick, a letter, signed by a licensed veterinarian must be presented stating that the pet will not require these treatments. It must be dated within 7 days of the sale.

I hope that this helps to address some issues as to what your rights are. A full copy of these statutes must be given to you at the time of sale. Remember that state law supercedes any policy that a breeder or pet store uses. Also remember that the laws only cover purchase of pets within the state of California.

We at the Orange Villa Veterinary Hospital offer a complimentary new pet physical examination



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for all new pets within 3 days of purchase or adoption. We do this to not only make sure that your pet is healthy, but also to answer any questions that you have about your new pet and to discuss preventative medicine and behavioral training which can make sure your new pet becomes a well loved and healthy part of your family. We also offer complementary pre-purchase exams and consultations before purchasing a new pet, to help you choose the right pet for you and your family.

I hope that this article has made your rights clearer and will make the bringing of a new pet into your family a fun experience.