

## NOTES

### If Efforts to Resolve a Problem Fail

If your efforts to resolve any problem with the "Pet Dealer" who sold you your dog or cat fail, you must:

- Keep records of all documents, i.e., your bill of sale, veterinary records, correspondence, etc.,
- Notify the "Pet Dealer" within two (2) days of the examination by a veterinarian that the pet is unfit.
- Notify the "Pet Dealer" that the pet was unfit at time of purchase. This notification must be a written statement for the examining veterinarian and must be received by the "Pet Dealer" within three (3) days of the examination.

#### You May Consider Other Avenues:

Contact your local law enforcement agency and request that they file a sworn complaint on your behalf for a violation of Florida Statute Chapter 828.29.

Request that the law enforcement agency forward the sworn complaint to the State Attorney's Office for resolution.

Upon conviction, a person who violates any provision of the "Pet Lemon Law" is guilty of a misdemeanor of the first degree, punishable by jail not to exceed one year and/or a fine not to exceed \$1,000.00.

In cases of suspected forgery of the Official Certificate of Veterinary Inspection, send a written description of the incident and a copy of the suspected forged Official Certificate of Veterinary Inspection to Florida Department of Agriculture and Consumer Services, Division of Animal Industry, Room 335, The Mayo Building, Tallahassee, FL 32399-0800.

A person who forges, counterfeits, simulates or alters, or who knowingly possesses, uses, presents or utters, any forged, counterfeited, altered or simulated official certificate of veterinary inspection or any other document relating to animal health requirements or substitutes, represents, or tenders an official certificate of veterinary inspection or any other document relating to animal health requirements of one animal for another animal commits a felony of the third degree, punishable by jail not to exceed three (3) years and/or a fine not to exceed \$5,000.

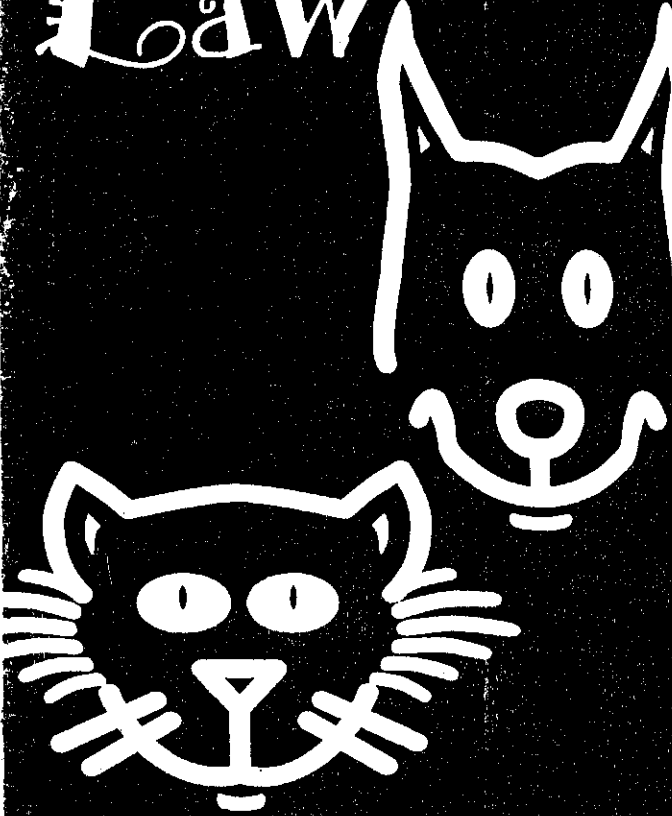
In cases of suspected violation of veterinary practices, contact: Board of Veterinary Medicine, 1940 N. Monroe St., Tallahassee, FL 32399-07850 (904) 487-1820.

Animal control agencies and registered nonprofit humane organizations are exempt from "The Pet Lemon Law".



Provided by  
The Florida Veterinary  
Medical Association

# The Pet Lemon Law



## IT'S THE LAW!

WHEN YOU PURCHASE A CAT OR A DOG  
IN THE STATE OF FLORIDA, YOU ARE  
PROTECTED UNDER CHAPTER 828.29,  
FLORIDA STATUTES (F.S.)

# Know the Rules

There are two kinds of sellers: Private and Pet Dealer. A "Pet Dealer" is defined as anyone who engages in the sale of more than two litters per year or more than 20 animals per year — whichever is greater.

**Regardless of whether you purchase from a private person or a pet dealer, at the time of purchase:**

- The dog or cat **must** be at least eight weeks of age;
- You must be given a **completed** copy of the Official Certificate of Veterinary Inspection. The Official Certificate of Veterinary Inspection must have been signed by a licensed veterinarian no more than 30 days before your purchase.
- The dog or cat must have been vaccinated, dewormed, and had certain tests prior to your purchase. These must have been administered by or under the direct supervision of a licensed veterinarian (NOT a private or pet dealer) no more than 21 days before your purchase if your dog or cat is under four months. If your pet is over four months, they must be administered no more than one year before your purchase.

## Your Pet Must Receive Vaccines and Dewormers

### If You Purchase a Dog

If you purchase a dog, it must receive vaccines and dewormers administered by or under the direct supervision of a licensed veterinarian (NOT a private or pet dealer) against the following diseases and internal parasites:

Canine Distemper	Rabies, if older than 3
Hepatitis	months
Leptospirosis	Parainfluenza
Canine Parvo Virus	Roundworms
Bordetella	Hookworms

If your dog is over 6 months - it must be tested for heartworms

### If You Purchase a Cat

If you purchase a cat, it must receive vaccines and dewormers administered by or under the direct supervision of a licensed veterinarian (NOT a private or pet dealer) against the following diseases and internal parasites:

Panleukopenia	Rabies, if older than 3
Feline Viral	months
Rhinotracheitis	Roundworms
Calici Virus	Hookworms

Every cat offered for sale must be tested for Feline Leukemia.

# What Every Seller Must Do

All sellers, regardless of whether they are private or a "Pet Dealer" must:

- Retain accurate records of pets sold and their purchasers;
- Retain copies of the Official Certificate of Veterinary Inspection for each animal sold for at least one year;
- Allow unnotified inspection by any agent of the Florida Department of Agriculture and Consumer Services, any law enforcement officer, or any animal control or humane officer.

The veterinarian must retain copies of the Official Certificate of Veterinary Inspection for each animal he/she has administered to for at least one year.

## Know Your Rights

Every "Pet Dealer" must provide the consumer at the time of sale with a written notice advising of consumer rights. **The notice shall read as follows:**

It is the consumer's right, pursuant to section 828.29, Florida Statutes, to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificates shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida licensed veterinarian who certifies that, to the best of his knowledge, the animal was found to have been healthy at the time of the veterinary examination. In the event that the consumer purchases the animal and finds it to have been unfit for purchase as provided in section 828.29, Florida Statutes, the consumer must notify the pet dealer within two business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal, subject to the right of the dealer to have the animal examined by another veterinarian.

# If You Purchase Your Pet from a "Pet Dealer" Your Are Protected by Law

**If within 14 days** after you bought your pet from a "Pet Dealer", a licensed veterinarian of your choosing finds that your pet has a disease or internal or external parasites (excluding fleas or ticks),

-or-

**If within 1 year** after you bought your pet, a licensed veterinarian of your choosing finds that your pet has a congenital or hereditary disorder, and your veterinarian says your pet was unfit at the time of purchase,

-or-

If the "Pet Dealer" **misrepresented** the breed, sex, or health of your pet, then:

## You Have the Right To:

- Return the animal and receive a refund of the purchase price, including the sales tax, and reimbursement\* for reasonable veterinary costs:
  - 1) Directly related to the veterinarian's examination and certification that the dog or cat is unfit for purchase, and
  - 2) Directly related to necessary emergency services and treatment undertaken to relieve suffering;
- Return the animal and receive an exchange dog or cat of the consumer's choice of equivalent value, and reimbursement\* for reasonable veterinary costs:
  - 1) Directly related to the veterinarian's examination and certification that the dog or cat is unfit for purchase, and
  - 2) Directly related to necessary emergency services and treatment undertaken to relieve suffering; or,
- Retain the animal and receive reimbursement\* for reasonable veterinary costs for necessary services and treatment related to the attempt to cure or curing of the dog or cat.

\* Reimbursement for veterinary costs may not exceed the purchase price of the animal. The cost of veterinary services is reasonable if comparable to the cost similar services rendered by other licensed veterinarians in proximity to the treating veterinarian and the services rendered are appropriate for the certification by the veterinarian.

An animal may not be determined unfit for sale on account of an injury sustained or illness contracted **AFTER** the consumer takes possession.