

Pennsylvania Kennel Assurance Program

Written Notice for Dog Purchasers

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.

This section is enforced by Attorney General Tom Corbett's Bureau of Consumer Protection. A civil penalty of up to \$1,000 can be levied for each violation in addition to any other penalty under this act

A seller shall provide you with a health record for the dog at the time of sale. The health record shall include the dog's breed, date of birth, sex, color and markings, vaccinations and who administered them, any parasitical medicine administered to the dog with the date, dosage and type stated, <u>and</u> a statement by the seller that all the information provided is true with the name, address and signature of the seller.

The seller shall provide a health certificate issued by a veterinarian within 21 days prior to the date of sale OR a guarantee of good health issued and signed by the seller. The health certificate shall certify the dog is free from illness and defects, and does not appear clinically ill from parasitic infestations. The health certificate shall include the name, address, signature of veterinarian and date of examination. The guarantee of good health is issued by the seller, dated and signed by the seller and you. The guarantee of good health shall state the dog is free of disease, defects and does not appear to be clinically ill from parasitic infestation.

If the dog dies or is determined by a veterinarian to have a contagious, infectious, parasitic illness or becomes clinically ill within 10 days, you may exercise one of the following options: (1) Return the dog for a complete refund; (2) Return the dog for a replacement dog of equal value; OR (3) Retain the dog and receive reimbursement for reasonable veterinary fees, not exceeding the purchase price.

If the dog has died or dies from a congenital or hereditary defect or is certified through physical examination to have a defect which adversely affects the

animal within 30 days after the date of purchase, you may exercise one of the following options: (1) Return the dog for a complete refund; (2) Return the dog for a replacement dog of equal value; OR (3) Retain the dog and receive reimbursement for reasonable veterinary fees, not exceeding the purchase price.

Failure to notify the seller of the condition within <u>two</u> business days of receiving the veterinarian's certification of illness will result in forfeiture of rights.

Refunds or reimbursements shall be made no later than 14 days after the seller receives the veterinarian certification. Veterinarian certification shall be presented to the seller not later than 5 days after you receive it.

Registerable Dogs: If the seller does not provide within 120 days all documentation to effect registration, you may exercise one of the following options: (1) Return the dog and receive a full refund of the purchase price; OR (2) Retain the dog and receive a 50% refund of the purchase price.

If registerable, the seller shall provide at the time of sale: the breeder's name and address, the name and registration number of the dam and sire, and the name and address of the pedigree registry organization where the dam and sire are registered.

Pennsylvania Office of Attorney General



Bureau of Consumer Protection Hotline 1-800-441-2555 www.attorneygeneral.gov