FLORIDA'S *Pet Sale Provisions law* STATES THAT A PET DEALER MAY NOT KNOWINGLY MISREPRESENT THE *breed, sex, or health* OF ANY DOG SOLD WITHIN THE STATE.

Please visit the Consumer Affairs website for more information.

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The Voice of Veterinary Medicine in Florida

FLORIDA'S PET *Lemon Law*

FOR DOGS

Know your rights if your new pet isn't healthy.

THOSE WHO PURCHASE A PET THAT IS LATER DETERMINED TO BE UNFIT BY A VETERINARIAN HAVE THREE OPTIONS:

1. Return the animal for a full refund, including any taxes and fees, and reimbursement for the veterinary cost related to the dog.

2. Exchange the animal for one of equal value in lieu of a refund. If they choose an exchange the dog, they are still entitled to veterinary reimbursement.

3. Keep the dog. Those who wish to retain the dog may do so (unless they signed an agreement waiving this right at the time of purchase). If the consumer chooses to keep the animal, the dealer must pay for reasonable veterinary expenses to treat or cure the dog.

Legal DEFINITION

Florida law defines a pet dealer as anyone who sells more than two litters or 20 dogs/cats to the public during the course of a year. This definition does not apply to county- and city-operated animal control agencies and registered nonprofit humane organizations.

TIME *Frame*

- Consumers have 14 days to document contagious or infectious disease and one year to document congenital or hereditary defects.

- Consumers must notify the pet dealer within two business days of the veterinarian's determination that the animal was unfit.

- Consumers have three days to provide the seller with written certification of the animal's unfitness.

DOCUMENTS

Florida law requires pet dealers to provide a variety of documents related to the dog they are selling to consumers. Consumers should be cautious of dealers who don't know about or don't agree to provide these documents:

- An official certificate of veterinary inspection stating the animal's breed, sex, age, color, and health record, including a list of all vaccines the animal has been given, which must include vaccines or protection against canine distemper, leptospirosis, Bordetella, parainfluenza, hepatitis, canine parvo, rabies (if the dog is over three months old), roundworms and hookworms.

- A written notice detailing the pet purchaser's rights.