POLICY ANALYSIS

CONSUMER PROTECTION/
"PUPPY LEMON LAWS"

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American Kennel Club®
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INTRODUCTION

No matter the source, buying a dog can be a rewarding process. It can also be risky. Laws should protect consumers' rights to buy a pet from the source they believe appropriate for their needs, which includes directly from responsible breeders, through pet stores that source dogs from licensed breeders, and from responsible rescue operations or animal shelters. Breeders and/or sellers, including pet stores, should be responsible for providing certain refunds, replacements, or reimbursements should the dog sold become ill or die from a condition contracted prior to the purchase. Such remedies should be conditioned upon the buyer's scrupulous adherence to the care and feeding program prescribed by the breeder and/or seller, as well as a timely examination by a state licensed veterinarian. Breeders and/or sellers should provide buyers with a written bill of sale detailing the responsibilities of both the buyer and seller. This bill of sale should also detail any exclusions to refunds, replacements, or reimbursements.

Consumers must be educated, understand the demands of responsible ownership, and have access to a variety of pets so that they can make educated choices. When consumers cannot acquire a pet that is an appropriate fit for their lifestyle but acquire one anyway, that animal is more likely to end up in the shelter system.

Consumer protection laws, along with other laws and regulations, provide extensive safeguards for consumers and pets. Safeguards include requiring regulated breeders/sellers to substantiate the background and health status of pets they produce and the conditions in which they are raised. Unlike legislation that seeks to limit the sources of pets, this multi-pronged consumer protection approach ultimately results in public policy and laws that protect the public health, encourage consumer choice, promote consumer protections, and best ensure that available pets are healthy and represented accurately to consumers.
**POSITION STATEMENTS**

**Protection for Puppy Purchasers**

The American Kennel Club supports reasonable laws and regulations intended to protect the pet-buying public in obtaining a sound dog of the breed represented. AKC supports a ban on predatory pet leasing schemes that victimize potential owners, undermine a lifetime commitment to a pet, and do not confer the rights and responsibilities associated with legal ownership of a pet. Breeders and/or sellers should be responsible for providing certain refunds, replacements, or reimbursements should the dog sold become ill or die from a condition contracted prior to the purchase. Such remedies should be conditioned upon the buyer's scrupulous adherence to the care and feeding program prescribed by the breeder and/or seller, as well as a timely examination by a state licensed veterinarian. Breeders and/or sellers should provide buyers with a written bill of sale detailing the responsibilities of both the buyer and seller. This bill of sale should also detail any exclusions to refunds, replacements, or reimbursements.

**Pet Choice**

The American Kennel Club emphatically supports freedom of choice in selecting a pet. AKC actively promotes efforts to ensure that people are educated, understand the demands of responsible ownership and have access to a pet that is right for them. AKC strongly opposes any measure that restricts choice by compelling people and/or retailers to obtain pets solely from shelter or rescue distributors.
COMPONENTS OF A CONSUMER PROTECTION LAW

Commonly known as Puppy Lemon Laws, consumer protections for companion animal purchasers typically require a breeder/seller to disclose information about the health of an animal that is offered for sale, outline purchaser remedies if a sick animal is purchased from a breeder/seller, and outline purchaser obligations.

Laws that seek to provide protections for puppy purchasers should clearly answer the following:

- **What animals are covered by the law?** Dogs and cats are the species that are most commonly the subject of consumer protection laws.

- **Who is a “seller” under the law?** Pet stores who sell covered animals are most commonly subject to consumer protection laws. Breeders meeting certain qualifications may also be required to comply. Animal shelters and rescues have been traditionally excluded from consumer protection requirements; however, due to the significant number of animals trafficked between shelters and rescues with little or no substantiation of background or veterinary health care provided, such entities should be required to provide consumer protections for illnesses contracted by the animal before sale. In cases of co-owned puppies being sold, the possessing co-owner should be considered the seller for purposes of the law.

- **Who is a “consumer” under the law?** Consumers are generally considered to be the final purchaser, not wholesalers. In cases of puppies being purchased by two or more parties, the possessing co-owner should be considered the consumer for purposes of the law.

- **What are sellers’ obligations under the law?** Sellers are often required to meet certain requirements before selling an animal. These usually include providing (1) information about the animal’s health, including veterinary exam results, vaccination information, and place of the animal’s birth; and (2) any known history of bites or aggression. It may also include providing a printed copy of the purchaser’s rights under the law.

- **What must happen to trigger remedies under the law?** Under most consumer protection laws, a purchaser may be provided with a remedy when they purchase an animal from a covered seller and the animal has an illness or a non-disclosed congenital or hereditary condition that adversely affects the animal’s health or causes its death. Remedies may also be triggered if the breed or registration status of the animal is found to have been misrepresented.

- **What is the time frame a purchaser has to pursue remedies?** Purchasers must take the dog to a licensed veterinarian within a certain time frame and obtain the veterinarian’s certification that the animal was unfit for purchase when it was sold. For an illness the dog contracted before it was sold, the time frame is usually 2-4 weeks from the day the animal is sold. For a congenital or hereditary condition, or misrepresentation of breed or registration status, the time frame is usually no more than 1 year from the date of sale.

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COMPONENTS OF CONSUMER PROTECTION LAW (CONTINUED)

- **What are the remedies?** If requirements are met, a purchaser will usually be allowed to choose one option from a list of options. Options typically include returning the animal for a full refund (including reimbursement for reasonable veterinary fees incurred), exchanging the animal for another animal of equivalent value (also including reimbursement for reasonable veterinary fees incurred), or retaining the animal and obtaining reimbursement for reasonable veterinary costs incurred.

- **Does the law provide limits to purchaser's rights?** Purchasers may be prevented from seeking a remedy if they do not notify the seller in a timely manner about the veterinarian's diagnosis leading to a declaration that the animal was unfit for sale or if they fail to provide required documentation. Purchasers may also be barred from recovery if an illness or injury occurred after the animal was purchased/delivered, for easily-treatable parasites (both internal and external) in the animal, or if the illness or hereditary or congenital condition was disclosed at the time of purchase.

- **Should sellers be allowed to challenge a veterinarian's diagnosis?** Typically, consumer protection laws allow the breeder/seller to challenge a purchaser's requested remedy, including procuring a second veterinary diagnosis at the seller's expense. Provisions also typically detail how either a purchaser or seller can initiate a lawsuit under the law.

- **Should laws allow for more extensive protections via contract?** It is custom that breeders contractually provide more extensive protections than a state's consumer protection law. Therefore, any such laws should serve as a minimum standard and not prohibit more stringent contractual agreements.
## CURRENT STATE LAWS

As of October 2020, 22 U.S. states have enacted consumer protections for pet purchasers.

### States where consumer protections apply only to pet store/dealer retail sales include:

- Connecticut – C.G.S.A. § 22-344b
- Illinois – 225 ILCS 605/3.15
- Maryland – MD Bus Reg Code § 19-701, et. seq.
- Massachusetts – 330 CMR § 12.05
- Nevada – N.R.S. § 574.450, et seq.[1]
- Virginia – Va. Code Ann. § 3.2-6500, et. seq.[2]

### States where consumer protections apply only to purchase of dogs from breeders include:

- California – CA HLTH & S § 122070, et seq.

### States where consumer protections apply to both pet store sales and purchases from breeders include:

- Delaware – 6 Del.C. § 4001, et seq. [3]
- New York – NY GEN BUS § 752 (3)(a), et seq. [9]
- Oregon – O.R.S. §646A.077 [10]
- Rhode Island – Gen. Laws 1956, § 4-25-1(4) [12]
- South Carolina – Code 1976 § 47-13-160(G) (1) [13]
- Vermont – 20 V.S.A. § 3901, et. seq.

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1. Applies to retailers ("a person who acquires pets for resale") (NRS 574.320) and dealers ("person who, for compensation or profit, buys, sells, breeds, trades or imports cats or dogs for resale.") (NRS 574.260).
2. Act applies to dealers and pet shops. Dealer is defined as any person who in the regular course of business for compensation or profit buys, sells, transfers, exchanges or barters companion animals. Technically, some breeders could be subject to this definition. The following are not considered dealers: Any person who transports companion animals in the regular course of business as a common carrier, or any person whose primary purpose is to find permanent adoptive homes for companion animals.
3. Act covers sellers, who are defined as, "Any person, firm, partnership, corporation, or other association which, in the ordinary course of business, engages in the sale of more than two litters, or 20 dogs or cats, per year, whichever is greater, to the public. This definition includes breeders of animals who sell such animals directly to the consumer." (F.S.A. §828.29(13)).
4. Act covers pet dealers, who are defined as, "any person, firm, partnership, corporation, or other association which, in the ordinary course of business, engages in the sale of more than two litters, or 20 dogs or cats, per year, whichever is greater, to the public. This definition includes breeders of animals who sell such animals directly to the consumer." (F.S.A. §828.29(13)).
5. Act covers sellers, who are defined as, "the owner or operator of a breeding kennel as defined in section 5907, subsection 8-A or the owner or operator of a pet shop as defined in section 5907, subsection 23" and includes animal dealers required to be licensed by the United States Department of Agriculture. "Breeding kennel" means a location where 5 or more adult female dogs or cats capable of breeding are kept and some or all of the offspring are offered for sale, sold or exchanged for value or a location where more than 16 dogs or cats raised on the premises are sold to the public in a 12-month period. "Breeding kennel" does not include a kennel licensed by a municipality under section 5923-C when the dogs are kept primarily for hunting, show, training, sledding, competition, field trials or exhibition purposes and not more than 16 dogs are offered for sale, sold or exchanged for value within a 12-month period.
6. Act covers pet dealers, who are defined as, "Any person, firm, partnership, corporation, or association, including breeders, that is required to collect sales tax for the sale of animals to the public."  
7. Act covers sellers, who are defined as, "a casual breeder or any commercial establishment, including a commercial dog or cat breeder, dealer, or pet shop as such terms are defined in section 54-626, that engages in the business of selling pet animals to a purchaser." 
8. Act covers pet dealers, who are defined, in part, as "any person who engages in the sale or offering for sale of more than nine animals per year for profit to the public. Such definition shall include breeders of animals who sell animals; but it shall not include any breeder who sells or offers to sell directly to the consumer fewer than twenty-five animals per year that are born and raised on the breeders residential premises." 
9. Act covers pet dealers, who, for the purposes of qualification for full refund, a replacement dog; or reimbursement for costs of veterinary care, are defined as, "a person that sells five or more litters of dogs during a one-year period." 
10. Act covers pet dealers, who are defined as, "a kennel, pet shop operator or other individual who sells dogs to the public licensed by the Pennsylvania Department of Agriculture or the United States Department of Agriculture." 73 P.S. §201-9.3(h)(3)(i).
11. Act covers sellers, who are defined as, "any person, business or other entity engaging in the sale of dogs, except that this definition does not encompass the sale of dogs on the premises of and by a public shelter, pound or other entity operating as a nonprofit organization pursuant to Delaware law. Persons selling fewer than 20 dogs, or 3 litters, whichever is greater, in a single calendar year shall be exempt from the provisions of this chapter." 
12. Act applies to pet dealers, retail pet shops, and pet breeders (not including a person who owns an animal that is occasionally bred or produces a litter from which animals are sold). Code 1976 847-13-106(G)(5).
13. Act applies to pet dealers and pet shops. Pet dealers are any person who sells or exchanges cats, dogs, or wolf-hybrids, or any combination thereof, from three or more litters in any 12-month period.
MODEL LEGISLATION

Section I. Title.
This article shall be known and may be cited as the “Puppy Purchaser Protection Act.”

Section II. Definitions.
As used in this article,

a. “Act” shall mean the Puppy Purchaser Protection Act.
b. “Breed” shall mean any dog that is registered or eligible to be registered as a purebred by a bona fide purebred dog registry.
c. “Consumer” shall mean any person receiving the transfer of a dog, except by wholesale purchase.
d. “Department” shall mean the [state department responsible for consumer affairs].
e. “Dog” shall mean any domestic dog (*Canis familiaris*).
f. “Person” shall mean all natural and juridical persons, including agents.
g. “Reasonable veterinary fees” shall mean fees necessary for appropriate services for the diagnosis and treatment of a health problem adversely affecting the health of the animal and the cost of the service is comparable to similar services provided by licensed veterinarians in close proximity to the treating veterinarian.
h. “Seller” shall mean any person who transfers ownership of dogs to the public for value, and shall include animal shelters.
i. “Transfer” shall mean any change in ownership or possessory interest in a dog by any means, including, but not limited to, selling, leasing, adopting, giving away, exchanging, bartering, offering an inducement, trading, auctioning, raffling, or donating.
j. “Unfit for purchase” shall mean the occurrence in a dog of any undisclosed disease, deformity, injury, physical condition, illness, or congenital or hereditary defect that was manifest and diagnosed within seven business days of the purchase date and existed prior to or was contracted before the sale and possession of the dog by the consumer.
MODEL LEGISLATION (CONTINUED)

Section III. Conflict of Statutory Remedies.
No provision of this act shall be construed in any way to alter, diminish, replace, or revoke:

a. 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;

b. Any recourse or remedy that is otherwise available to a consumer purchasing a dog from a seller under any other law; or

c. Any private contractual guarantee, warranty, or other agreement between any seller and consumer providing more extensive protections than those provided in the Act.

Section IV. Limitations on Recovery.
No refund, replacement, or reimbursement under this act shall be required if one or more of the following conditions exist:

a. The consumer fails to have the dog examined by a licensed veterinarian within the period specified in this act;

b. Veterinary findings of intestinal or external parasites unless the dog is clinically ill or dies due to the condition;

c. 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;

d. 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 consumer;

e. 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 required under Section V and issued at the time of the sale and signed by both the seller and the consumer at the time of sale; or
f. 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 V. Documentation Requirements at Time of Sale.

The seller shall provide to the consumer at the time of sale health documentation:

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

b. The seller shall also provide to the consumer a record stating:

   1. The dog’s breed, sex, color, and markings;
   2. The dog’s date of birth;
   3. Any inoculations, medical treatment or medications the dog has received;
MODEL LEGISLATION (CONTINUED)

4. The name and address of the entity from which the dog was obtained, and/or previously offered for sale or transfer;

5. The names of the parents of the dog and their registration numbers; and

6. Any individual identification tag, tattoo, microchip, or other number or information identifying the dog.

If any of this information is unknown, the seller shall state that this information is unknown and 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.

7. Any known bite or aggression history.

8. A notification form provided by the Department that shall provide the following:
   A. The full text of the rights and responsibilities provided for in Section VI;
   B. The full text and description of the recourse to which the consumer is entitled pursuant to Section VI;
   C. The statement that it is the responsibility of the consumer to obtain veterinary certification within the required amount of time provided by Section VI; and
   D. The full text of the rights and responsibilities of the seller and the consumer provided in Section VI.

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

Section VI. Procedural Aspects of Transfer

a. No person shall deliver for sale or transfer a dog that is under eight weeks of age. A violation of this subsection shall be punished by a fine of $100 for each puppy transferred.
b. Subject to Section V, a consumer is entitled to a remedy under subsection (c) if within seven 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, or if the breed or sex of the dog was misrepresented at the time of transfer.

c. A consumer entitled to a remedy under this section may elect from among the following remedies:

1. Returning the dog to the seller for a full refund of the purchase price and reimbursement of reasonable veterinary expenses incurred by the consumer to diagnose the dog's condition. Reasonable veterinary expenses may not exceed the purchase price of the dog.

2. Exchanging the dog for another of equivalent value as determined by the purchase price and reimbursement of reasonable veterinary expenses incurred to diagnose the returned dog’s condition. Reasonable veterinary expenses may not exceed the purchase price of the dog.

3. Retaining the dog and, subject to subsection (d) of this section, receiving reimbursement of reasonable veterinary expenses incurred to diagnose or treat the dog, not to exceed the purchase price of the dog.

4. If the dog has died, receiving the refund and reimbursement of expenses allowed for a returned dog under paragraph 1 of this subsection or receiving a replacement dog of equivalent value and receiving reimbursement of expenses in the manner provided for an exchange under paragraph 2 of this subsection. In the case of the death of the dog, the consumer shall also obtain reimbursement for reasonable costs incurred in burying, cremating or otherwise disposing of the dog.

d. 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
MODEL LEGISLATION (CONTINUED)

(c) 1 through 4 of this section may not exceed 100 percent of the purchase price of the dog plus any reasonable burial, cremation, or other disposal costs incurred.

e. The burden to establish that veterinary expenses incurred in the diagnosis and treatment of a dog were unreasonable is on the seller.

f. A seller shall provide a consumer who complies with Section VII 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 VII. This subsection does not apply if the seller contests responsibility for a disease, illness or condition or congenital or hereditary defect under Section VIII.

g. Any seller required to provide a remedy under this Act shall, within 10 days after providing such remedy, submit to the Department, on a form provided by the Department, a report detailing the names of the Seller and Consumer, date of purchase, date of veterinarian’s determination of “unfit for purchase”, the remedy selected, and the date such remedy was provided. Such reports shall be publicly discoverable. The Department shall make inspection of such reports available upon request, and shall annually report to the public the number of claims made under the Act. Failure of any seller to provide such report shall be an offense.

Section VII. Requirements for Recovery.

To qualify for the remedies described in Section VI, no later than seven 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 consumer 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.
MODEL LEGISLATION (CONTINUED)

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, has symptoms of, or has died from 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 or has died from such defect.
6. Copies of the laboratory reports, test results and other clinical information regarding the condition of the dog.
7. A copy of the itemized bill showing the veterinary expenses incurred by the consumer for the diagnosis and treatment of the dog.

Section VIII. Disputes.

a. 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 such examination. The seller shall provide the consumer with the written statement of findings from the seller’s veterinarian.

b. A consumer may bring an action in a court of law to obtain the remedies described in Section VI of this Act or the parties may by mutual consent submit the dispute to binding arbitration if:
MODEL LEGISLATION (CONTINUED)

1. The consumer receives a statement of findings from the seller’s veterinarian under subsection (a) 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

2. The seller fails to choose a veterinarian and have the dog examined on or before seven business days after the consumer delivers to the seller pursuant to Section VII a written statement from the consumer’s veterinarian who examined the dog.

c. A court shall award reasonable attorney fees and costs to a prevailing party in an action brought to enforce remedies described in Section VI.

Section IX. Registration Assurance and Breed Identification.

a. A seller may not state, promise, or represent to a consumer that a dog is registered or capable of being registered with a bona fide purebred dog registry or national breed club, if the dog is not recognized by that bona fide purebred dog registry, unless the seller provides the consumer with proof of registration or that the dog is able to be registered. Registration papers should be made available to the buyer at the time of sale, and shall be made available to the buyer not later than 60 days after the time of sale.

b. If a seller fails to comply with subsection (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.
MODEL LEGISLATION (CONTINUED)

Section X. Records Maintenance.
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 of a dog. The record shall include:

a. All information the seller is required to disclose to a consumer under Section V;
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 XI. Notices.

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

Purchasers of dogs 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 upon request.

b. 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 V through VIII of this Act. The seller and the consumer shall sign the written notice.
The American Kennel Club® supports reasonable laws and regulations intended to protect the pet-buying public in obtaining a sound dog of the breed represented. Breeders and/or sellers should be responsible for providing certain refunds, replacements, or reimbursements should the dog sold become ill or die from a condition contracted prior to the purchase. Such remedies should be conditioned upon the buyer’s scrupulous adherence to the care and feeding program prescribed by the breeder and/or seller, as well as a timely examination by a state licensed veterinarian.

The AKC welcomes the opportunity to work with lawmakers to establish effective legislative solutions to protect the pet-buying public and responsible breeders alike.

For more information or to speak with a member of the AKC Government Relations staff, call 919-816-3720 or email doglaw@akc.org.