

**SAMPLE BREEDER & NEW OWNER CONTRACT AND HEALTH GUARANTEE
FOR PET QUALITY PUPPY/DOG**

APPENDIX A. Dog Purchaser Protection Act

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SENATE BILL 182
Session of 1997

INTRODUCED BY GREENLEAF, TARTAGLIONE, BELL, STOUT, HELFRICK, HECKLER, SALVATORE, SCHWARTZ, HOADES, TOMLINSON, WILLIAMS, THOMPSON, KUKOVICH, AFFLERBACH, DELP, MELLOW, BELAN, BRIGHTBILL AND ULIANA, JANUARY 29, 1997

SENATOR DELP, AGRICULTURE AND RURAL AFFAIRS, AS AMENDED, APRIL 8, 1997

AN ACT

Amending the act of December 17, 1968 (P.L.1224, No.387), entitled "An act prohibiting unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce, giving the Attorney General and District Attorneys certain powers and duties and providing penalties," providing protection for dog purchaser; imposing duties on the Attorney General; and providing for records and for penalties.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. The act of December 17, 1968 (P.L.1224, No.387), known as the Unfair Trade Practices and Consumer Protection Law, reenacted and amended November 24, 1976 (P.L.1166, No.260), is amended by adding a section to read:

Section 9.3. Dog Purchaser Protection.--(a) (1) A seller shall provide a purchaser of a dog with a health record for a dog at the time of sale. In addition, the seller shall provide to the purchaser a health certificate issued by a veterinarian within twenty-one days prior to the date of sale for the dog or a guarantee of good health issued and signed by the seller. The health record supplied by the seller shall set forth the following:

- 1.The dog's breed. If the breed is unknown or mixed, the health record shall so indicate. If the dog is advertised or represented as registrable, the name and address of the pedigree registry organization where the dam and sire are registered shall be indicated.
- 2.The dog's date of birth. If the dog is not advertised as or sold as purebred, registered or registrable, the date of birth may be approximated, if not known by the seller.
- 3.The dog's sex.
- 4.The dog's color and markings.
- 5.A list of all vaccinations, if known, administered to the dog, the date and type of vaccinations and the name of the person who administered them, if known, up to the date of sale; a record of any known disease, illness or condition with which the dog is or has been afflicted at the time of the sale; and a record of any veterinary treatment or medication received by the dog while in possession of the seller to treat any disease, illness or condition.
- 6.The date, dosage and type of any parasitological medicine, if known, that was administered to the dog.
- 7.The name, address and signature of the seller, along with a statement affirming all of the information provided in this subsection is true to the best of the seller's knowledge and belief.

(2)

- 1.A health certificate issued by a veterinarian shall certify the dog sold by the seller to be apparently free of any

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contagious or infectious illness and apparently free from any defect which is congenital or hereditary and diagnosable with reasonable accuracy and does not appear to be clinically ill from parasitic infestation at the time of the physical examination. The health certificate shall include the name, address and signature of the veterinarian and the date the dog was examined.

2. 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 in bold type: **THIS GUARANTEE DOES NOT WARRANT THAT THIS DOG HAS BEEN EXAMINED BY A VETERINARIAN. THE PURCHASER IS ENCOURAGED TO HAVE THIS DOG EXAMINED BY A VETERINARIAN AS SOON AFTER PURCHASE AS IS FEASIBLE.** The seller shall also verbally state these facts to the purchaser.

(b) If, within ten days after the date of purchase, a dog purchased from a seller is determined, through physical examination, diagnostic tests or necropsy by a veterinarian, becomes clinically ill or dies from any contagious or infectious illness or any parasitic illness which renders it unfit for purchase or results in its death, the purchaser may exercise one of the following options:

1. Return the dog to the seller for a complete refund of the purchase price, not including the sales tax.
2. Return the dog to the seller for a replacement dog of equal value, of the purchaser's choice, providing a replacement dog is available.
3. Retain the dog and be entitled to receive reimbursement from the seller for reasonable veterinary fees incurred in curing or attempting to cure the affected dog, subject to the limitation that the seller's liability for reimbursement shall not exceed the purchase price, not including sales tax, of the dog. This clause shall apply only if the purchaser's veterinarian determines the dog's illness can be treated and corrected by procedures that are appropriate and customary. The value of these services is considered reasonable if comparable to the value of similar services rendered by other licensed veterinarians in reasonable proximity to the treating veterinarian. Reimbursement shall not include the costs of the initial veterinary examination fee and diagnostic or treatment fees not directly related to the veterinarian's certification that the animal is unfit for purchase pursuant to this section. If, however, the purchaser's veterinarian determines the dog's illness is incurable, only the options in clauses (1) and (2) of this subsection shall apply.

For the purposes of this subsection, veterinary findings of intestinal and external parasites shall not be grounds for declaring the dog unfit for purchase unless the dog is clinically ill or dies due to that condition. A dog shall not be found unfit for purchase on account of injury sustained or illness most likely contracted subsequent to the date of sale. If, within thirty days after the date of purchase, a dog purchased from a seller is certified through physical examination, diagnostic tests or necropsy by a veterinarian that the dog has, or died from, a defect which is congenital or hereditary and which adversely affects or affected the health of the animal, the purchaser may exercise one of the options as provided in clauses (1), (2) and (3) of this subsection. Remedies available under clauses (1), (2) and (3) of this subsection shall also apply to replacement dogs.

(c) A veterinarian's certification of illness, congenital or hereditary defects or death shall be necessary for a refund or replacement or to receive reimbursement for veterinary costs if the dog is retained by the purchaser and treated for illness or congenital or hereditary defect as provided in this section. The veterinarian's certification shall be supplied at the purchaser's expense. The veterinarian's certification shall state the following information:

1. The purchaser's name and address.
2. The date the dog was examined.
3. The breed and age of the dog.
4.
 1. That the veterinarian examined the dog.

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2. That the dog has or had an illness as described in subsection (b) of this section, or a defect as described in subsection (b) of this section, which renders it unfit for purchase or which resulted in its death.

3. The precise findings of the examination, diagnostic tests or necropsy.

5. The treatment recommended, if any, and an estimate or the actual cost of the

6. treatment should the purchaser choose to retain the dog and seek reimbursement for

7. veterinary fees to cure or attempt to cure the dog.

8. The veterinarian's name, address, telephone number and signature.

Within two business days of a veterinary examination which certifies illness, defect or death the purchaser shall notify the seller of the name, address and telephone number of the examining veterinarian. Failure to notify the seller or to carry out the recommended treatment prescribed by the examining veterinarian who made the initial diagnosis until a remedy as provided for in subsection (b) of this section is agreed upon shall result in the purchaser's forfeiture of rights under this section. Subsection (b) of this section shall not apply where a seller, who has provided a health certificate issued by a veterinarian, discloses in writing at the time of sale the health problem for which the buyer later seeks to return the dog. Such disclosures shall be signed by both the seller and purchaser. Where the seller has provided a guarantee of good health, subsection (b) of this section shall apply regardless of whether the seller disclosed the health problem at the time of sale.

(d) The refund or reimbursement required by this section shall be made by the seller not later than fourteen days following receipt of the veterinarian's certification that the dog is unfit for purchase or has died from a condition defined as unfit for purchase in this section. The certification shall be presented to the seller not later than five days following receipt thereof by the purchaser.

(e) In the event that the seller wishes to contest a demand for refund, replacement or reimbursement made by a purchaser pursuant to this section, the seller shall have the right, within two business days of notification by purchaser of a condition which renders the dog unfit for purchase as required in subsection (b) of this section, to require the purchaser to produce the dog for examination by a licensed veterinarian designated by the seller. The veterinarian's fee for this examination including any diagnostic tests for necropsy shall be paid by the seller. If the dog is incapable of being transported because of being hospitalized, the purchaser's attending veterinarian shall provide all relevant information regarding the case as requested by the seller's veterinarian. Unless the dog is hospitalized, failure to produce the dog within two business days from examination by the purchaser will nullify any obligation to replace, refund or reimburse by the seller. Upon examination, if the purchaser and the seller are unable to reach an agreement which constitutes one of the options set forth in this section within fourteen days following receipt of the dog for the examination, either party may initiate an action in a court of competent jurisdiction.

(f)

1. Any seller who advertises or otherwise represents that a dog is registered or registerable shall provide the purchaser of the dog with the following information at the time of sale:

1. The breeder's name and address.

2. The name and registration number of the dam and sire of the purchased dog's litter.

3. The name and address of the pedigree registry organization where the dam and sire are registered.

2. All documentation necessary to effect the registration of the dog shall be provided by the seller to the owner within one hundred twenty days of the date of sale. The one-hundred-twenty-day period may be extended by the seller if the dog is being imported from outside the United States by notifying the purchaser in writing of the reason for the extension and a reasonable estimate of the arrival date of the registration documents.

3. If the seller fails to provide this documentation within one hundred twenty days of the date of sale or fails to notify the purchaser of an extension under clause (2) of this subsection, the purchaser may elect one of the following remedies:

1. Return the dog and receive a full refund of the purchase price, not including sales tax.

2. Retain the dog and receive a refund from the seller in an amount equal to fifty per cent of the purchase price.

3. The seller may withhold the dog's registration application until the purchaser supplies the seller with a signed

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veterinarian's certificate stating that the dog has been spayed or neutered, provided that withholding of the application was agreed to in writing by the purchaser at the time of sale. The seller shall provide the registration application within ten days of receiving the veterinarian's certificate if the certificate is supplied beyond the one-hundred-twenty-day period provided for in clause (2) of this subsection.

(g)

1.A summary of the provisions of this section shall be conspicuously posted in the place of business of persons subject to this section. The Office of Attorney General shall promulgate regulations specifying the contents of the summary which must be posted. In addition, the posted notice shall state that the health record information is available on request.

2.At the time of the sale, the seller shall provide the purchaser with a written notice setting forth the rights provided under this section. The notice shall include the following statement: 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.

(h)

1.The Office of Attorney General shall enforce the provisions of this section.

2.In addition to any other penalty under this act, a civil penalty of up to one thousand dollars (\$1,000) on any current licensee shall be levied against any person who violates any provision of this section or any person who conducts business under this section without proper license to do so. A penalty shall be levied for each violation.

3.A purchaser shall file a complaint pursuant to this section by reporting it to the Bureau of Consumer Protection of the Office of Attorney General.

As used in this section:

"Seller" means a kennel, pet shop operator or other individual who sells dogs to the public and who owns or operates a kennel or pet shop licensed by the Pennsylvania Department of Agriculture or the United States Department of Agriculture. The term shall not include nonprofit kennels as defined under the act of December 7, 1982 (P.L.784, No.225), known as the "Dog Law."

"Unfit for purchase" means any disease, deformity, injury, physical condition, illness or any defect which is congenital or hereditary and which severely affects the health of the animal or which was manifest, capable of diagnosis or likely to have been contracted on or before the sale and delivery of the animal to the consumer.

"Veterinarian" means an individual licensed under the laws of this Commonwealth or any other state to practice veterinary medicine and surgery.

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APPENDIX B. American Kennel Club Rules Applying to Registration

This information is taken from URL: <http://www.akc.org/registration/index.cfm> on June 1, 2000.

Registration

The American Kennel Club (AKC), a not-for-profit organization established in 1884, maintains a purebred dog registry, sanctions dog events, and promotes responsible dog ownership. AKC registration means a dog, its parents, and its ancestors are purebred, but it does not indicate health or quality. Dogs with full AKC registration can have their offspring registered, and dogs with full or limited registration can compete in AKC events and use AKC's full line of education and information services.

Papers and Identification

When you buy a dog represented as AKC registrable, you should receive an AKC dog Registration Application form properly filled out by the seller. When completed by and submitted to the AKC with the proper fee, this form will enable you to register the dog. When the application has been processed, you will receive an AKC Registration Certificate.

Under AKC Rules, any person who sells dogs represented as AKC registerable, must maintain records that make it possible to give full identifying information with every dog delivered even though AKC "papers" are not yet available. Do not accept a promise of later identification.

The Rules and Regulations of the American Kennel Club stipulate that whenever someone sells or delivers a dog registrable with AKC, the dog must be identified either by putting into the hands of the buyer a properly completed AKC Registration Application or by giving the buyer a bill of sale or written statement, signed by the seller, giving the dog's full breeding information as:

Breed, Sex and color of the dog
Date of birth of the dog
Registered names of the dog's sire and dam (with numbers if possible)
Name of the breeder

If you are buying a dog that is supposed to be registrable with the AKC you should realize it is your responsibility to obtain complete identification of the dog or YOU SHOULD NOT BUY THE DOG. Failure to get AKC "registration papers" causes more grief for buyers of pure-bred registrable dogs than any other problem except sickness. It has long been common practice to explain the inability saying "AKC hasn't sent the papers yet." The essence of this and similar excuses is that because the American Kennel Club is at fault, papers are not available. The fact is that the processing of any AKC registration item takes approximately three weeks. If a breeder is doing his paperwork in a regular, careful manner, there is ample time to obtain the necessary "papers" from AKC prior to sale of any puppy. When "papers" are not available at the time of delivery, it is a red-flag warning sign to exercise extreme caution.

AKC Registered and Quality

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There is a widely held belief that "AKC" or "AKC papers" and quality are one and the same. This is not the case. AKC is a registry body. A registration certificate identifies the dog as the offspring of a known sire and dam, born on a known date. It in no way indicates the quality or state of health of the dog. Quality in the sense of "show quality" is determined by many factors including the dog's health, physical condition, ability to move and appearance. Breeders breeding show stock are trying to produce animals that closely resemble the description of perfection described in the breed standard. Many people breed their dogs with no concern for the qualitative demands of the breed standard. When this occurs repeatedly over several generations, the animals, while still pure-bred, can be of extremely low quality.

How AKC Registration Functions

The American Kennel Club registration system can be described as a cycle, which is repeated every generation. A convenient starting point is the registration of a LITTER. In order for a litter to be eligible for registration, the sire (Father/stud dog) and the dam (Mother/bitch) must be individually AKC registered and the litter must be whelped in the United States. Registration of the litter must be completed before any of the pups from the litter can be individually registered with AKC. Application to register a litter must be submitted on a litter registration application form. This form as well as others mentioned here is available upon request. The owners of the sire and dam should complete and sign the appropriate portions of the application and submit it to AKC with the required fee.

Registration Related Articles

Board Modifies Sire Registration Policy - 05/10/00

This information is taken from URL: <http://www.akc.org/registration/policies/limited.cfm>

Limited Registration

XI. Limited Registration

AKC registration application forms provide the option for registering dogs with limited registration. Limited registration means that litters produced by the dog are not eligible for AKC registration. The dog is eligible to compete in all AKC-licensed events except breed competition at an AKC-licensed dog show.

The decision as to the registration status of a dog is the responsibility of the litter owner(s). The litter owner(s) must check the appropriate box on the individual registration application form to indicate whether the dog should be designated as having limited or full registration privileges. If no box is checked, full registration will be assigned.

Limited registration can only be designated at the time the dog is individually registered. The limited designation may be removed upon the written permission of the litter owner(s) and upon submission of a form for that purpose which, is available from the AKC, and the required fee. Once the limited designation has been deleted it may not be reimposed.

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The decision as to whether or not a dog will be registered with limited registration is left solely to the litter owner(s). Limited registration is a tool with which the litter owner(s) can protect their breeding program. We would strongly recommend that if a dog is being sold with limited registration that the litter owner(s) make this condition clear to the potential dog buyer(s) so that there is no confusion about the terms under which the dog was purchased. If breeders provide a written bill of sale in addition to the registration application form, we would urge that the bill of sale include the fact that the dog is being sold with limited registration and that the buyer acknowledges in writing that the dog is being accepted with that condition.

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APPENDIX C. Rhodesian Ridgeback Club of the United States Code of Ethics

This information is taken from URL: <http://www.rrcus.org/members/code.pdf> on June 2, 2000

CODE OF ETHICS

This Code of Ethics is presented as a guide for members whose foremost aims should be the welfare and improvement of the Breed. The purpose of these guidelines is to set forth minimum principles of practice to which the Rhodesian Ridgeback Club of the United States, Inc. would have its members adhere as they strive to accomplish the goals and purposes set forth in the constitution and bylaws of RRCUS. These guidelines are presented with the realization that ethics are difficult to regulate and that most individuals desire and intend to do what is right. Education and communication are the preferred methods of obtaining compliance to this code; however, flagrant, serious and/or repeated disregard of this code may result in charges. When in doubt of any of the following points, an ethical owner is encouraged to consult with authorities such as experienced, reputable breeders or the Ethics Committee.

I. HEALTH

1. All dogs shall be kept in a clean, healthy, and safe environment.
2. Dogs will be provided with all socialization, vaccinations, worming, and anti-parasite treatments necessary to provide maximum mental and physical well being.
3. When a Ridgeback must be euthanized the procedure should be humanely performed.

II. BREEDING

1. A breeder's aim and foremost responsibility shall be to produce the healthiest and best representatives of the breed possible.
2. Each litter shall be the result of conscientious planning, including consideration of health, soundness, temperament and conformity to the official standard of the breed.
3. Only healthy, mature adult dogs shall be used in a breeding program. Additional precautions, including a veterinarian consultation, should be taken when breeding a bitch over seven (7) years and under 18 months of age.
4. Only dogs screened and certified clear of hip dysplasia shall be bred. Breeders are encouraged to screen for all appropriate hereditary disorders.
5. Only purebred, American Kennel Club (AKC) [or equivalent] registered Rhodesian Ridgebacks shall be used for breeding.
6. Breeders and stud dog owners are held responsible for the progeny of their dogs. Both are required to assist in the placement and care of any dog in rescue that is either bred by them or sired by a dog that is owned, co-owned or leased by them. "Breeder is defined as the owner, co-owner or lessee at the time of whelp. Stud dog owner is defined as the owner, co-owner or lessee at the time of the breeding."

III. SALES

1. Breeders must be particularly concerned with the proper placement of puppies; both pet and show potential. Puppies should not be displayed in public places for the sole purpose of immediate sale.
2. Breeders shall urge purchasers to spay or neuter any dog which is not considered breedable quality and make use of limited registrations where appropriate. If puppies with serious defects or faults (dermoid sinus, ridgelessness) are sold rather than culled, the breeder must take the extra responsibility to see that the dog is spayed or neutered. Dermoid surgery should be performed prior to placing the pup in a new home.
3. Members will not knowingly furnish puppies or adult dogs for wholesale, pet shops, or dispose of them as "Give away" prizes; neither will they sell puppies to nor breed to dogs owned by those whom they have reason to believe may do so.
4. Members will not dispose of dogs or puppies by giving them to the local animal shelter, pound, humane society or any organization of that type.
5. Registration papers or a bill of sale stating sire, dam, and date of birth shall accompany puppies as they go new homes.
6. Breeders shall furnish the buyer with written details on feeding, dates of inoculations, worming, and general care of the dog and the name and address of a licensed veterinarian who has examined the puppy after the age of six weeks.

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7. Responsibility of the breeder does not stop with the sale. The breeder should be available for consultation and to assist in the placement of any dog sold by the breeder if such need arises.

IV. REGISTRATION AND RECORDS

1. All members shall keep complete and accurate records of individual dogs, breedings, litters, pedigrees, and puppy sales as required by the AKC, and abide by the AKC rules and regulations.

V. EXHIBITION

1. Members shall abide by the rules and regulations of the AKC (or the rules of the Club under which the event is held), and exhibit in the spirit of good sportsmanship.

2. Hotels and show grounds shall be treated with respect and left in a clean condition.

3. Consideration of other guests in the hotel is imperative and dogs creating a disturbance are to be attended to immediately and precautions taken to see that it does not happen again.

4. A member does not engage in false or misleading statements regarding a judge, exhibitor, fellow member, another dog, or misrepresentation of their own dogs.

5. Alleged misconduct should be objectively and calmly presented to the proper representative of this Club or the AKC when appropriate.

Members shall do all within their power to uphold, promote, and protect the interests of the breed by conducting themselves in a manner reflecting credit on the Club, its members, their dogs, and the dog world in general.

Revised February 1996

January 2000

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APPENDIX D. Contract Requirements Traceability Matrix

This appendix contains the Contract and Health Guarantee (CHG) Requirements Traceability Matrix correlating the 1) Public Notice requirements of the Dog Purchaser Protection Act (Pennsylvania Senate Bill 182), 2) the requirements set forth by the American Kennel Club (AKC), and 3) the Rhodesian Ridgeback Club of the United States Code of Ethics requirements to the June 2000 KUSHINDA RHODESIAN RIDGEBACK BREEDER & NEW OWNER CONTRACT AND HEALTH GUARANTEE FOR PET QUALITY PUPPY/DOG.

Contract and Health Guarantee Requirements Traceability Matrix

	CHG SECTION NUMBER
<p>Dog Purchaser Protection Act Section 9.3 Requirements:</p> <p>(a) (1) 1. Health Record. 2. Health Certificate issued by a veterinarian within 21 days or 3. Guarantee of Good Health issued by the Seller</p> <p>(b) Within 10 days, the dog becomes Clinically Ill or Dies</p> <p>(c) Veterinarian Certificate of Illness</p> <p>(d) Refund</p> <p>(e) Contest a Demand for Refund</p> <p>(f) Registration</p> <p>(g) Post in a Place of Business</p> <p>(h) Office of Attorney General</p>	<p>APPENDIX E (Attachment)</p> <p>Section C, Par VIII</p> <p>Section C, Par VIII</p> <p>Section C, Par VIII</p> <p>Section C, Par VIII</p> <p>Section C, Par IV</p> <p>APPENDIX A</p> <p>Section C, Par VIII</p>

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<p>American Kennel Club <u>Papers and Identification Requirements:</u></p> <p>AKC Dog Registration Papers</p> <p>Bill of Sale or Written Statement</p> <p>Limited Registration</p>	<p>Section C, Par XV</p> <p>Section B, Par III</p> <p>Section B, Par XV</p>
<p>Rhodesian Ridgeback Club of the United States <u>Code Of Ethics Requirements:</u></p> <p>II. Breeding</p> <p>III. Sales</p> <p> Ridgelessness</p> <p> Bill of Sale</p> <p> Details on Feeding</p> <p> Dates of Inoculations</p> <p> Dates of Wormings</p> <p> General Care</p> <p> Licensed Veterinarian Examination after six weeks of age</p> <p> Consultation after the Sale</p>	<p>Section C, Par IV</p> <p>Section B, Par III</p> <p>Section C, Par XXV</p> <p>APPENDIX E (Attachment)</p> <p>APPENDIX E (Attachment)</p> <p>Section C, Par XII Kushinda Packet</p> <p>APPENDIX E (Attachment)</p> <p>Section C, Par XI</p> <p>Section C, Par XVII</p>

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APPENDIX E. Health Record, Veterinarian Health Certificate, Guarantee of Good Health