

\*\*\*\* **retain the animal** and receive reimbursement\* for reasonable veterinary costs for necessary services and treatment related to the attempt to cure the dog or cat.

**NOTE -- \*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 of similar services rendered by other licensed veterinarians in proximity to the treating veterinarian.**

An animal may not be determined unfit for sale on account of an injury sustained or illness contracted **AFTER** the consumer takes possession. A finding of unfit for sale shall not be made due to internal or external parasites, unless the animal is clinically ill due to them.

**IMPORTANT:** In order to secure your rights, you **must:**

- \* keep records of all documents, ie., your bill of sale, veterinary records, correspondence, etc.

- \* notify the "Pet Dealer" within two (2) business days of the determination by a veterinarian that the pet is unfit.

- \* provide the "Pet Dealer" written certification that the pet was unfit at time of purchase. This must be a written certification from the examining veterinarian and must be received by the "Pet Dealer" within three (3) days of the consumer receiving it from the veterinarian.

If the dealer contests the claim, the dealer has the right to require the animal be produced to be examined by a licensed veterinarian of the dealer's choosing.

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#### **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 Section 828.29 Florida Statutes (1995).

(ECARC Revised 8-9-95)

Upon conviction, a person who violates any provision of the "**Pet Lemon Law**" is guilty of a misdemeanor of the first degree; punishable by imprisonment not to exceed 1 year and/or 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 the Florida Department of Agriculture and Consumer Services, Division of Animal Industry, Rm. 335, The Mayo Building, Tallahassee, FL 32399-0800.

Section 585.145 Florida Statutes (1995) provides that 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 imprisonment not to exceed three (3) years and/or a fine not to exceed \$5,000.00.

In cases of suspected violation of veterinary practices, contact the Board of Veterinary Medicine, 1940 N. Monroe St., Tallahassee, FL 32399-0750. (904) 487-1820

**NOTE:** City or county animal control agencies and registered nonprofit humane organizations are exempt from "**THE PET LEMON LAW**".

This brochure provided by:

Escambia County  
Animal Regulation & Control  
2930 North "L" Street  
Pensacola, FL 32501-1008  
Phone: (904) 436-9378/9379  
Fax: (904) 436-9453



(Thanks also to Alachua County Animal Services for helping put together this information.)

# **NOTICE**

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## **To Persons Purchasing a Dog or Cat in Florida...**

**When you purchase a dog or cat in the state of Florida, you are protected under *Section 828.29 Florida Statutes (1995)*, commonly referred to as...**

# **THE PET LEMON LAW**

**Florida's "Pet Lemon Law"...** There are two kinds of sellers: Private Sellers and Pet Dealers. A "Pet Dealer" is defined as anyone who engages in the sale of more than two litters per year or more than twenty animals per year, whichever is greater.

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

\* The dog or cat **must** be at least 8 weeks of age, and

\* You **must** be given a copy of the completed Official Certificate of Veterinary Inspection.

-- The Official Certificate of Veterinary Inspection **must** be signed by the USDA accredited veterinarian licensed in Florida, who performed the examination.

-- The examination **must** have occurred 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 no more than 21 days before your purchase, if your dog or cat is under 4 months and no more than one year if your pet is over 4 months.

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**DOGS:**

If you purchase a dog, it **must** have received vaccines and dewormers administered by, or under the direct supervision of, a licensed veterinarian against the following diseases and internal parasites:

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|--------------------|-----------------------------|
| Canine distemper   | Rabies, if older than 3 mo. |
| Hepatitis          | Leptospirosis               |
| Parainfluenza      | Bordetella                  |
| Canine parvo virus | Roundworms                  |
| Hookworms          |                             |

**IF YOUR DOG IS OVER 6 MONTHS, it must be tested for heartworms.**

**CATS:**  
If you purchase a cat, it must receive vaccines and dewormers administered by, or under the direct supervision of, a licensed veterinarian against the following diseases and internal parasites:

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|---------------|------------------------------|
| Panleukopenia | Rabies (if older than 3 mos) |
| Calici virus  | Feline viral rhinotracheitis |
| Roundworms    | Hookworms                    |

**EVERY CAT OFFERED FOR SALE must be tested for feline leukemia.**

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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 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 administering veterinarian must retain copies of the Official Certificate of Veterinary Inspection for each animal for at least one year.

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**ONLY IF YOU PURCHASE FROM A "PET DEALER", ARE YOU PROTECTED BY THE FOLLOWING ELEMENTS OF THE STATUTE:**

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 (1993), to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificate 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 be healthy at the time of the veterinary examination. In the event that the consumer purchases the animal and finds it to be unfit for purchase as provided in section 828.29, Florida Statutes, the consumer must notify the pet dealer within 2 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.**

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-- **IF within 14 days** after you bought your pet, a licensed veterinarian finds that your pet was unfit for purchase due to illness or disease, or internal or external parasites (excluding fleas or ticks), or

-- **IF within 1 year** after you bought your pet, a licensed veterinarian 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 within 1 year** after you bought your pet, a licensed veterinarian finds that 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...

-- directly related to the veterinarian's examination and certification that the dog/cat is unfit for purchase, and

-- directly related to necessary emergency services and treatment to relieve suffering; or

\*\*\*\* **return the animal** and receive an exchange dog or cat of the consumer's choice of equivalent value, and reimbursement\* for reasonable veterinary costs...

-- directly related to the veterinarian's examination and certification that the dog/cat is unfit for purchase, and

-- directly related to necessary emergency services and treatment undertaken to relieve suffering; or