**The *NEW* Puppy Lemon Law: A Universal Solution to Puppy Mill in discrepancies**

Finally, a common law that all states will be mandated to abide by, has been implemented primarily for the protection of both puppy and owners rights and well-being!

Tag Words: Puppy_Lemon_Law, Universal

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**Summary**

Our issue was a big one, with many complex parts and sections. First and foremost, the puppy lemons laws that are currently in effect are not comprehensive and cohesive. They can range from very broad and flexible, to very rigid and strict. There is a lot of room for loop holes and manipulations of the regulations due to the vast array of differences among state requirements. Puppy purchasers are left vulnerable and many times taken advantage of by the sellers. The puppies are being mistreated and suffering many forms of abuse because of the holes in the existing laws. Only the puppy supplier benefits from the laws most time. Our solution to this problem is to create one universal puppy lemon law that all states will be mandated to abide by. It will be a combination of strong points of some of the better current lemon laws and also very crucial original points that are left out of almost all of them. Most importantly our common law will serve primarily in protecting the rights and safety of the puppies and their owners, something that is not covered in any other lemon law. This stable strong bill will not allow for breaches or loop holes, and will hopefully urge consumers to stray away from puppy mills and stores, and to ultimately adopt puppies from shelters.

**Video Link**

The Puppy Lemon Law: [http://www.youtube.com/watch?v=mkCvDwignrk](http://www.youtube.com/watch?v=mkCvDwignrk)
The Issue: Puppy Lemon Law

Definition:
The puppy lemon law is the act to protect the rights of the consumer, and allows them to gain reimbursement and or coverage of veterinarian bills of a sick or unhealthy puppy that is bought from a breeder or pet shop. Due to different discrepancies and opinions of different states there are different rules and regulations mandated in those states.

History:
The earliest lemon laws for puppies and dogs have been in existence for over 15 years. The first law passed in 1966 was the Animal Welfare Act, which is a federal law regulating commercial breeding of dogs and cats. The specifics of the law are not applicable to businesses that sell animals directly to the consumer, which also includes thousands of businesses that sell using the Internet. In 1992, Minnesota passed a puppy lemon law (2).

This law required that all breeders use a contract that protects the buyer and the seller. This was just a reinforcement of what reputable breeders had been using for years. The definition of breeder is where the law is not quite clear. The "backyard" breeders do not seem to be included in many state laws. However, those who breed as a hobby are still considered to be "for profit" breeders. The law applies to pet dealers, pet shops and breeders who sell purebred puppies as well as mixed. Although the puppy lemon law is not in force in all states, there is certain recourse available to those who have purchased a "defective" animal.

Small claims court is one that many consumers use as a remedy for the sale of an animal that does not live up to the expectations of the buyer. The pet may also be covered under animal cruelty laws rather than the lemon laws, although you likely will not receive compensation through the cruelty laws (http://www.lemon-law-types.com/the-puppy-lemon-law.html)

Effects:
The effects of the puppy lemon law are really a reflection of each individual pet supplier. Depending on how honest or how much information the seller is interested in supplying to the consumer, determines how much the purchaser of the puppy will benefit from the implemented lemon law. In most cases when dealing with a professional seller who is interested in both the health of the puppy and wellbeing and happiness of the consumer, the lemon law is followed and respected thoroughly. Unfortunately in many other cases, the seller is just interested in making a profit, and is very adamant about any of the puppy’s issues after being purchased is not their concern or not their problem/fault. Ideally, the overall effect of a well structured, proper lemon law would be very strict and force the seller to comply with all the rules and regulations so that the consumer and the animal are well protected.

The Issue:
The issue with puppy lemon law is that there is not one standard strict law that all states are required to follow. There is not a nation wide balance between what is acceptable and what is not. In stating that, a great solution is to create a universal lemon law that makes clear all of what is expected from puppy mills and breeders, to make a quality experience for everyone involved. It would be beneficial to implement a very strict lemon law, that makes the public (and potential
puppy mill purchasers) aware of what they could be getting into, and push them more towards a shelter dog.

This combination of a few of the existing states lemon laws will also hopefully cause a decrease in business for the puppy mill operators, once the public is clear on all of the risks and regulations involved when purchasing puppies from these establishments. This will eventually shut down puppy mill operations in generally, and lead to a final plan; replacing puppy mills with a type of puppy shelter establishment that will offer individuals the opportunity to adopt puppies and dogs from a shelter where they are being properly cared for and looked after by qualified staff and veterinarians, opposed to puppy mill dogs.

When looking at the overall idea of slowly shutting down puppy mills and replacing them with a sort of shelter store, notice that the lemon laws don’t apply to shelter like operations because it is so unnecessary, due to the fact that the animals in shelters are properly cared for and looked after, and are there to please others, not to make money for the establishment owners and investors.

Read more: http://www.consumeraffairs.com/pets/lemon_intro.html#ixzz15n7Q2qXX

The MAJOR Issue:
The greatest issue (and there are many when dealing with this topic) is that existing pet lemon laws do not protect the pets at all. All puppy lemon laws in particular mention nothing in any of them about what is best for the dog at all. Nowhere is it written or required that the safety of the puppy is guaranteed or covered. The well being of the animal is not mentioned, the fact that proper care is looked after; nothing. After all it is a PUPPY lemon law, but no one is looking out for the protection of the canine at hand.

Puppy lemon laws? You bet, but before that tail starts wagging, let's make one thing clear: these laws protect pet purchasers, not pets. States and cities do have animal cruelty laws, of course, but a more recent development is the passage of laws intended to make it easier for pet purchasers to get their money back if that cute puppy turns out to be sick (3). All of the states' laws that we have researched and analyzed make sure that the seller or breeders of the puppies are protected. Also, usually the purchaser is eligible to receive some kind of compensation if the puppy is sick, or sometimes they are offered reimbursements for vet bill. Even in some cases the owners of the dog can redeem them for another puppy; a trade in almost, as if the puppy was an object, not a living, breathing animal.

NO reputable dog breeder would ever sell their animals to pet stores - that's just a fact. Responsible breeders want to know where their animals are going and who they're going to. Reputable hobby breeders are also unable to produce the high amount of animals needed to keep pet stores stocked - only "puppy mills" are able to keep up with the demand (1). So then why do pet stores or sellers sell sick dogs?
Reasons sick puppies are sold:

The places that sell puppies to pet stores (like Shake a Paw Puppies) are not breeders or reputable dog sellers. They are supplied by puppy mills or commercial dog breeders that breed puppies by mass in warehouses. These puppies are not well cared for and are raised with one thing in mind: profit for the “breeder(s)”. These poor animals are kept in endless rows of bare wire cages, given un-nutritious cheap dog food, receive minimal if any veterinary care, and rarely have contact with each other or humans. The cages in which they are kept are usually unsanitary as well, filled with urine, feces, and old food that has not been cleaned out yet due to the high numbers of animals that need to be cared for.

The unhealthy conditions and lack of veterinary care found in these breeding facilities lead to serious problems. Many pet store puppies and kittens suffer from serious illnesses, such as parvovirus, distemper, ear infections, and respiratory problems (1). Also, because the animals are bred for quantity, not quality, unmonitored genetic defects and personality disorders are passed on from generation to generation. Many pet store pets develop hip deformities, epilepsy, and vision or hearing problems later on in life (1).

As if this abuse was not enough, many of these puppies, due to the fact that they come in contact with so many strange animals between the time they are produced in the mill, transportation, and then finally in the pet store, they commonly end up contracting an illness from another pet. Also all the stresses of these journeys are a cause for the puppy to be susceptible to sickness, and are commonly correlated with a decline in health.

Common Terms of Existing Lemon Laws:

Pet lemon laws give pet store customers the right to return a sick or dead pet for a refund or replacement. Most also give customers the option of retaining the pet, having it treated and getting some level of reimbursement for veterinary expenses (the amount of reimbursement is usually limited to the purchase price of the pet plus sales tax) (2).

In the states that have puppy lemon laws, commonly the purchaser has between 1 and 2 weeks, or a certain specified number of days to return the puppy with proper cause. Most times this requires an official certificate from a licensed professional veterinarian stating what the issue with the dog is. The veterinarian must conclude that the puppy in fact contracted this disease or illness before he was sold and taken home with the purchaser. This is where a lot of the cases have issues and the sellers find loop holes, because if it is a common illness, it is hard for a veterinarian to state when the puppy got ill and how long they have been sick for. This determination would ultimately trace back to the date and time when the puppy still resided in the pet store and the seller would be held accountable.

If the pet store refuses to refund or reimburse a customer within a certain number of business days following receipt of the veterinarian statement, the customer can file an action in court to resolve the dispute. Usually, it is the state Attorney General's job to enforce lemon laws (1). Read how: [http://www.naag.org/attorneys_general.php](http://www.naag.org/attorneys_general.php)

In some states, sellers who intentionally or knowingly misrepresent a dog’s health or fitness may also face additional civil or criminal penalties. Some unscrupulous pet stores have lost their licenses and the ability to ever sell animals again (1).

Exceptions:

A lot of the time lemon laws do not cover genetic diseases or deformities. The law will either list this as an exception, or in other cases, the store will refuse to accept responsibility for
the animal acquiring the disease. Sometimes pet stores will even fail to recognize common
genetic illnesses as such, and try to pass them on as a sickness contracted elsewhere or by other
means not having any affiliation with them. This has been the case before, even with veterinary
certificates stating otherwise.

Also in most states, parasites do not qualify for reimbursement or count as something that
the store can be held accountable for. This is not right because parasites can be very harmful,
sometimes fatal to dogs, and are easily ingested in low quality or spoiled dog foods, or from the
feces of an already infected animal. Considering the ways in which these puppies are raised and
the conditions that the facilities are in, this would not be a ridiculous claim to include in the law.

One of the last common exceptions is more of a sneaky trick than an exception. Some
pet stores require that puppy purchasers sign a waiver, usually disguised as a health and or
satisfaction guarantee. This waiver is usually signed at the time of purchase, or just before the
happy new owner gets to leave with their cute new puppy (sometimes as they’re walking out the
door) and waives and legal rights they have so they can not turn around and retaliate against the
store. These rights of course include the guarantees and requirements of the puppy lemon law
enforced in that state.

Types of Lemon Laws:

Each state has their own version with specific rules and regulations pertaining to their
individual beliefs about the selling of puppies. They can be as vague or complex as they want to
be, leaving room for loopholes and manipulations of the law. Listed below is a collection of
existing well-compiled Lemon Laws according to each state:

- Pennsylvania
- Connecticut
- Florida
- Rhode Island

For more states check: http://www.humanesociety.org/assets/pdfs/pets/puppy_mills/puppy_mill_lemon_law_chart.pdf

New Jersey Lemon Law:
New Jersey's pet buyer protection laws cover anyone selling pets for profit, which in practice
exempts only humane societies and pounds. It covers pet stores, kennels and breeders, including
hobby breeders.
Pet buyers have 14 days to document that their pet has a contagious or infectious disease, 6
months to demonstrate a congenital or hereditary disease.
If the pet is ill or defective, the buyer has the right to either a replacement or a full refund plus, in
both cases, full reimbursement of the cost of veterinary fees to certify that the dog was unfit for
purchase.
If the buyer chooses to keep a dog that was unfit for purchase, he is eligible for reimbursement of
veterinary costs up to the price of the dog.
The seller has 120 days to produce advertised registration papers. If he does not, the buyer may
return the dog for a full refund or the buyer may keep the dog and receive a refund of 75 percent
of the purchase price.
Read more: http://www.consumeraffairs.com/pets/lemon_nj.html#ixzz11XI01mHq
Pennsylvania Lemon Law
Pennsylvania has more than its share of puppy mills, commercial kennels that breed large numbers of dogs in unhealthy, assembly-line conditions. It also has a large number of uneducated backyard breeders who do nearly as much harm.
The state's rather half-hearted pet buyer protection laws let backyard breeders completely off the hook and don't do enough to reign in the pet stores and puppy mills that cause so much heartache for buyers and animals alike.
First off, the law applies to licensed kennels, which in Pennsylvania is defined as anyone handling more than 26 days per year.
It gives buyers 10 days to document that the dog they purchased has a contagious or infectious disease. Two weeks would be more in line with other major states.
Even worse, Pennsylvania provides only 30 days to document a congenital or hereditary defect, many of which can take six months or more to manifest themselves. The puppy mills' lobbyists obviously had state lawmakers eating out of their hand what that provision was included.
Buyers who can demonstrate illness or defect can demand a replacement animal or a full refund, excluding sales tax. Buyers may also demand reimbursement of veterinary expenses to treat the dog, up to the purchase price, excluding sales tax.
Sellers have 120 days to produce advertised registration papers. If they do not, the buyer can keep the dog and demand a refund of 50 percent of the purchase price, or return the dog for a full refund.
In addition to the refunds and reimbursements, the seller can be fined up to $1,000 for each violation.
Other requirements include:
- The seller must provide a health record for the dog at the time of sale.
- The seller must 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.
- To preserve your rights, you must take your newly purchased dog to a licensed veterinarian for examination within 10 days of purchase.
- Within 2 business days of a veterinarian's certification of your dog's illness, defect or death, you must notify the seller of the name, address and telephone number of the examining veterinarian. Failure to notify the seller within 2 business days will result in forfeiture of your 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.

notice:puppy mills are mentioned
Read more: http://www.consumeraffairs.com/pets/lemon_pa.html#ixzz11XIdRwma

http://www.malteseonly.com/lemon.html

This website lists all different states lemon laws, so it is a great source to look at. Specifically this website can be used to compare and contrast pros and cons of each states laws (because they are also listed for you) but we used to examine the vast difference between states like South
When looking at the overall idea of slowly shutting down puppy mills and replacing them with a sort of shelter store, notice that the different lemon laws that are currently in effect don’t apply to shelter like operations. This is mainly because it is so unnecessary, due to the fact that the animals in shelters are properly cared for and looked after, and are there to please others, not to make money for the establishment owners and investors. In fact a lot of times shelters are run by volunteers, who do not even make a penny for their efforts in caring and looking after these puppies. Most of the time their jobs are even more tedious because they are so concerned with solely the well being and health of the dogs they shelter, unlike puppy mill operators.

**The Service Project: New Lemon Law**

With all the different confusing versions of the puppy lemon laws and sneaky exceptions to the rules, it is easy to see how puppy mills and stores get away with selling sick dogs and cheating potential owners of their rights and amazing experiences with their healthy new puppy. This causes in discrepancies and loop holes in the lemon laws, that can potentially lead to the puppies’ safety and health being in jeopardy. Also, it leaves the dog purchasers vulnerable and misinformed or their legal rights. Because of these reasons; the puppies’ and purchasers being our main driving force, we have decided to create and implement our own version of a universal puppy lemon law.

Our new, lemon law, common for all states, is comprised of a bunch of the strongest points from some of the more successful lemon laws that are already being followed. On top of those points, we have also added some of our own original restrictions and regulations, that were not mentioned anywhere in the other bills, and in fact, are very imperative for a successful lemon law. Some of these include how the puppy should not be treated as an object, as well as the fact that it is never mentioned what happens to a certain sick canine if it is returned to the store. All these issues and more are covered in our proposed universal puppy lemon law, keeping the puppy and purchaser our main interest, as previously stated. The production of our lemon law was only the first step of our service project.

Once we finalized all of our regulations and requirements of our bill, we had to try and make it official. To do this we had to send a copy of it to s New Jersey State legislature. We had to research and find an appropriate legislature first, and then send him a written explanation of what the problem was, and then our proposal of our new universal puppy lemon law, and wait for his response.

This is the fairest way to represent a puppy lemon law. This law ensures the safety of the puppies in question, as well as the satisfaction and protection of the purchasers’ rights. Everyone, in every state will be required by law to follow the same code of lemon laws when it comes to canine purchasing, and this should reduce the cases of unfair pet purchasing outcomes due to holes in the laws that the supplier has manipulated. In the end, overall we hope that this bill not only improves the law aspect behind the puppy lemon law, but also that with such tight regulations being mandated, hopefully potential puppy purchasers’ will be pushed more towards
adopter new dogs from shelters, but more stray away from aiding the puppy mill industry. After all, there are a bunch of cute puppies up for adoption at shelters all over, waiting for homes and new potential owners to love!

Our New Universal Puppy Lemon Law:

325F.79 Definitions.
For purposes of sections 325F.79 to 325F.792, the following definitions apply:
(a) "Animal" means a dog or puppy, wholly or in part of the species Canis familiaris.
(b) "Pet dealer" means any person, firm, partnership, corporation, or association, including breeders, puppy mills or other authorities that is required to collect sales tax for the sale of animals to the public. Pet dealer does not include humane societies, nonprofit organizations performing the functions of humane societies, or animal control agencies.
(c) "Breeder" means any person, firm, partnership, corporation, or association that breeds animals for direct or indirect sale to the public.
(d) "Broker" means a person, firm, partnership, corporation, or association that purchase animals for resale to other brokers or pet dealers.
(e) "Health problem" means any disease, illness, or congenital or hereditary condition which would impair the health or function of the animal that is apparent at the time of sale, or which should have been apparent to the seller from the veterinary history of the animal.
(f) "Veterinarian" means a licensed veterinarian.

325F.791 Sales of dogs and puppies.
Subd. 1. Disclosure.
Every pet dealer shall deliver to each retail purchaser of an animal written disclosure as follows:
(a) The name, address, and USDA license number of the breeder and any broker who has had possession of the animal; the date of the animal's birth; the date the pet dealer received the animal; the breed, sex, color, and identifying marks of the animal; the individual identifying tag, tattoo, or collar number; the name and registration number of the sire and dam and the litter number; and a record of inoculations, worming treatments, and medication received by the animal while in the possession of the pet dealer.
(b) A statement signed by the pet dealer that the animal has no known health problem, or a statement signed by the pet dealer disclosing any known health problem and a statement signed by a licensed veterinarian that recommends necessary treatment and an health approved document.
The disclosure shall be made part of the statement of consumer rights set forth in. The disclosure required in paragraph (a) need not be made for mixed breed animals if the information is not available and cannot be determined by the pet dealer.
Subd. 2. Records.
The pet dealer shall maintain, for one year, a copy of the statement of consumer rights delivered to the purchaser.

**Subd. 3. Registration.**
A pet dealer who represents an animal as eligible for registration with an animal pedigree organization shall provide the retail purchaser, within 90 days of final payment, the documents necessary for registration. If these documents are not received from the pet dealer, the purchaser may retain the animal and receive a refund of 70 percent of the purchase price, or return the animal, along with all documentation previously provided, and receive a full refund. The pet dealer shall not be responsible for delays in registration which are the result of persons other than the pet dealer.

**Subd. 4. Health.**
No animal may be offered for sale by a broker or pet dealer to a retail purchaser until the animal has been examined by an licensed veterinarian for full health approval. The veterinarian used by the broker shall not be the same veterinarian used by the pet dealer. If the pet dealer is not the breeder of the animal, each animal shall be examined within two weeks after receipt of the animal by a pet dealer and within four days of delivery of the animal to the purchaser by the pet dealer. The cost of the examination shall be paid by the pet dealer.

Under the guidance of the appointed agency or organization, the pet dealers will be forced to follow every aspect of guidelines and potential health responsibilities. Such health responsibilities as hereditary defect, contagious disease that cause severe illness or death, the pet examination by a licensed veterinarian within 7 days of receiving the animal and also two years for congenital or hereditary conditions.

**Subd. 5. Responsibilities of purchaser.**
To obtain the remedies provided in subdivision 6, the purchaser shall with respect to an animal with a health problem:
(a) Notify the pet dealer, within two years, of the diagnosis by a veterinarian of a health problem and provide the pet dealer with the name and telephone number of the veterinarian and a copy of the veterinarian's report on the animal.
(b) If the purchaser wishes to receive a full refund for the animal, return the animal no later than 60 days after receipt of a written statement from a veterinarian indicating the animal is unfit due to a health problem involving hereditary defects or other health related problems.

With respect to a dead animal the purchaser must provide the pet dealer a written statement from a veterinarian, indicating the animal died from a health problem which existed on or before the receipt of the animal by the purchaser.

**Subd. 6. Rights of the purchaser.**
If, within ten days after receipt of the animal by the purchaser, a veterinarian states, in writing, that the animal has a health problem which existed in the animal at the time of delivery, or if within one year after receipt of the animal by the purchaser, a veterinarian states, in writing, that the animal has died or is ill due to a hereditary or congenital defect, or is not of the breed type represented, the animal shall be considered to have been unfit for sale at the time of sale.

In the event an animal dies due to a health problem which existed in the animal at the time of delivery to the purchaser, the pet dealer shall provide the purchaser with one of
the following remedies selected by the purchaser: receive an animal, of equal value, and reimbursement for full veterinary fees up to 150%, such reimbursements, and full reimbursement of pet.

In the event of a health problem, which existed at the time of delivery to the purchaser, the pet dealer shall provide the purchaser with one of the following remedies selected by the purchaser: return the animal to the pet dealer for a refund of the full purchase price; exchange the animal for an animal of the purchaser's choice of equivalent value, providing a replacement is available; or retain the animal, and receive reimbursement for reasonable veterinary fees, such reimbursements are to exceed the original purchase price of the animal and if other veterinarian expenses up to 150%.

The price of veterinary service shall be deemed reasonable if the service is appropriate for the diagnosis and treatment of the health problem and the price of the service is comparable to that of similar service rendered by other veterinarians in proximity to the treating veterinarian.

The amount of remedy must be applied within 2 years for congenital or hereditary conditions. It is then required to have the pet examined 15 months after the date of purchase, with a completed health approval by a licensed veterinarian.

**Subd. 7. Rights of pet dealer.**

No refund, replacement, or reimbursement of veterinary fees shall be required if any one or more of the following conditions exist:

(a) The health problem or death resulted from maltreatment, neglect, or a disease contracted while in the possession of the purchaser, or from an injury sustained subsequent to receipt of the animal by the purchaser.

(b) A veterinarian's statement was provided to the purchaser pursuant to subdivision 1, paragraph (b), which disclosed the health problem for which the purchaser seeks to return the animal.

(c) The purchaser fails to carry out recommended treatment prescribed by the examining veterinarian, pursuant to subdivision 1, paragraph (b).

(d) Under no circumstances can any pet dealer or establishment’s be self-supervised or excused from the regulations in order to be approved and licensed by the state to continue their care and business to properly take care and sell animals.

**Subd. 8. Rights of ill animal.**

(a) It is the pet dealers full responsibility to take care of the unhealthy animal with veterinarian expenses and boarding until the animal is health cleared by a licensed veterinarian to either the previous owners, or an creditable owner.

(b) If the pet dealer does not provide the boarding and health expenses, the purchaser or greater facility may initiate a court action.

(c) The prevailing party in the court action shall have the right to recover costs and reasonable attorney fees.

**Subd. 9. Posted notice.**

Every pet dealer shall post in a prominent location of the facility, a notice, in 48-point boldface type, containing the following language:

"Information on all dogs and cats is available. You are entitled to a statement of consumer rights. Make sure you receive this statement at the time of purchase."

**Subd. 10. Statement of consumer rights.**

Every pet dealer shall provide the retail purchaser a written notice of rights, which shall
be signed by the purchaser, acknowledging that the purchaser has reviewed the notice, and signed by the pet dealer certifying the accuracy of the information contained in it. Within the document, is a background data of the pets birth, place of birth, and other related topics involving the place of animals background. A signed copy shall be retained by the pet dealer and one given to the purchaser. Once approved and signed, this bill will take effect immediately and an agency will be created or hired within a given time period which will not exceed 20 days (6).

References

5. http://www.humanesociety.org/assets/pdfs/pets/puppy_mills/puppy_mill_lemon_law_chart

Editorials

By: Alyson O’Connor
Sent to: The Hillsborough Beacon

**A Universal Puppy Lemon Law: Protecting the Public from Pet Sellers' Fallacies**

Puppies: cute, cuddly, mans' best friend... Right? Would you return your best friend for a newer, better version if he or she were sick or ill? Is there a law that protects strictly you and not your friend if this were the case? No would be the correct answer to these questions. So if a puppy is in fact "man's best friend", then how come the puppy lemon law that is active in 20 of our current states all follow these guidelines, and are not concerned with the well-being of the animal whatsoever? These puppy lemons laws vary by state, some broad, others more complex, and all just for the protection of the purchaser of the puppy. These animals, while we do own them, are not just in adamant objects that should be traded and returned if they are not perfect. They are living, breathing creatures, and should be treated as so, with care and respect.

Were you aware that you could potentially be protected by a puppy lemon law, or that such a thing even existed? These lemon laws, while necessary to ensure all involved complete satisfactions, should be comprehensive and cohesive, and there should be one universal law created. This will ensure everyone (person and canine), everywhere is required to follow the same rules and procedures, all covered under the same protection plan. The universal puppy lemon law that I am proposing is a combination of a few proactive lemon laws of different states that are already in effect. Some of the laws that are currently in effect do have good requirements, but none of them properly cover the safety of both animal and owner.

My version of the one, universal puppy lemon law, that every state will be mandated to follow, will require that before any pet purchaser can be refunded or have the option of being
refunded if they find their puppy sick, the store that is selling the animal must pay for any recommended procedures by a licensed veterinarian. This is an original idea, looking after primarily the safety of the animal, an idea never presented in a puppy lemon law. It also defines “sick or ill” as having a defect of any type, including genetic diseases or disfigurations as well as a common illness contracted from other infected puppies in close quarters.

The law also will be implemented for ANY distributor of puppies; including breeders, puppy mills, kennels, pet shops, etc. Other ideas that the current puppy lemon laws suggest are ones like, puppies will be required to have been vaccinated and de-wormed prior to being put up for sale, the seller must provide documentation of the animals health certificate and health record, and that if the seller fails to meet any of these requirements, they will be severely fined and be subjected to possible jail time, which will also be included on my law.

This law is a good one, and will be a great addition to any legal action that helps support the rights and safety of puppies and their owners. This will leave no room for puppy suppliers to get away with faulty sales and selling unhealthy animals to vulnerable consumers. With this law, everyone will be made aware of the rights they are entitled to when purchasing a puppy, and both puppy and owner will be fully protected and confident in their decisions.

-Alyson O’Connor
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By: Brittany Redelico
Sent to: The Daily Targum

To Whom It May Concern:

When people think about lemon laws, they associate with car malfunctions that fail to meet standards of quality and performance. However, many Americans overlook the power of the lemon laws and seize to realize that a pet lemon law even exists. There are currently twenty states that supply a legal resort for those who purchase animals from pet dealers, to find a serious sick pet. There is a time range of claims for sick and diseased pets, as well as a range of the hereditary and congenital conditions.

For the small amount of states that supply the pet lemon law, there are a number of loopholes and manipulations that many pet dealers seem to take advantage of. Many pet purchasers fail to realize where the animal is coming from, as well as the health of the pet. Many of the pet stores are selling diseased animals due to the conditions of the closely related breeding conditions occurring in puppy mills all across the nation.

Creating a nationally recognized pet lemon law that constricts pet dealers to a fair rated balance of remedies that are beneficial for both the purchaser and for the animal’s sake is a creditable solution to stop the unsafe conditions for the animals, and ensure a healthier pet for purchasers.
This solution would be passed across all the states to ensure a unified law to essentially limit puppy mills from operating and ensure a healthy pet that every pet purchaser should be entitled to. As well as a safe environment for the animals to live in, and the beneficial aspect for the animal’s health being.

Sincerely
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