



Seller Beware!

Lemon Laws and Puppies

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Consumers these days are fond of their rights and legal protection, and are happy to sue a business over anything. Combine that with the American public's growing infatuation with destroying "puppy mills" and you can see why breeding family pets these days can be a risky business. Today we look at Puppy Lemon Laws and how they can affect your kennel operation.

In the U.S., pets are classified as "goods" and anyone who sells dogs or cats (of any age) regularly is classified as a "merchant." Every transaction is therefore automatically covered by the Uniform Commercial Code, in any state. The UCC basically states that the buyer can return the "goods" for a refund if they are not as described by the seller or are defective.

Above and beyond the UCC understanding, your own contract with the buyer can expand that protection with express warranties, terms about replacement pups, etc.

However, if your state has a Puppy Lemon Law or Pet Purchase Protection Law, this usually trumps both UCC and your own contract. Some of them offer unwaivable rights to the consumer, meaning that even if they signed something in your contract stating that they can't come back on you with a sick puppy 5 months after purchase, they CAN if your state's lemon law allows it.

Last time we looked, there were 21 states with some form of lemon law for pet purchases. You can find summaries of them [here](#).

These laws specifically state what information a seller must provide to a buyer at the time of purchase, and what a buyer can do if their pet is sick or defective. They usually give the buyer a set time limit for a vet inspection and a set time limit for claims of a hereditary or genetic defect.

Depending on your state's law, you may be required to disclose information such as the dog's identifying marks, registration numbers of sire and dam, vaccination records, worming record, USDA license number and more, at the time of the sale.

In some states, it is a crime to misrepresent a pet's pedigree or registry options. Some additionally require that the registration papers accompany the animal at the time of the sale. Also, sellers who intentionally or knowingly misrepresent a pet's health or fitness may also face additional civil or criminal penalties.

Regardless of what your contract says, your state's lemon law will grant purchasers certain recourse if a vet finds that their pup is sick or genetically deformed. Usually, the buyer can return the dog and get a refund, return the dog and select another one, or keep the dog and get compensated for veterinary expenses. The time frames are different in each state. In at least one state, they can return the dog for a refund or replacement AND collect vet fees from the seller.

What happens when seller and buyer reside in different states, or if the sale was via the internet across state lines? At this point, a federal court case is out of the question because the \$ amount involved has to exceed \$75,000 to get into federal court. The process of returning a sick or defective pet may be impossible or at least costly. Due to these circumstances, lawyers are usually involved if the "lemon" case crosses state lines.

Your best course of action? Be very familiar with your state's lemon law and write your own contracts to be compatible. When buyers approach you from out of state, take a look at their state's lemon law before you close the sale. And finally, have your vet out frequently, keep GREAT records and breed for exemplary health!