

What Happens After I Present an Unfit for Purchase Certificate to the Person Who Sold Me My Pet?

Upon the presentation of the veterinarian certification listed above, you should select the option you want. The pet shop or pet dealer shall confirm the selection of recourse in writing. The confirmation of the selection shall be signed by the owner or operator of the pet shop, or an employee thereof, and you (the pet owner) and a copy of the signed confirmation shall be given to you (the pet owner) and the original kept by the pet shop or pet dealer on the pet shop premises.

The pet shop or pet dealer shall comply with the selection of recourse by the pet owner no later than 10 days after the receipt of the veterinarian certification and the signed confirmation of selection of recourse form. In the event the pet shop or pet dealer wishes to contest the selection of recourse of the pet owner, the pet shop or pet dealer shall notify the consumer and the Director of the Division of Consumer Affairs in writing within the five days after the receipt of the veterinarian certification and the signed confirmation of selection of recourse form.

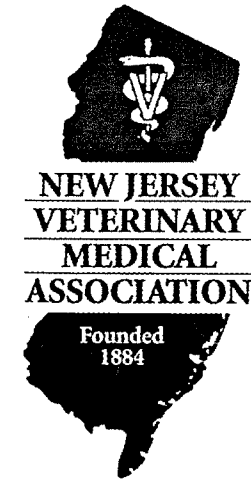
After notification to the consumer and the director of the division, the pet shop or pet dealer may require the consumer to produce the animal for examination by a veterinarian chosen by the owner or operator of the pet shop at a mutually convenient time and place, except if the animal has died and was required to be cremated for public health reasons. The Director shall set, upon receipt of such notice of contest on the part of the pet shop or pet dealer, a hearing date and hold a hearing, pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (C.52:14B-1 et seq.) and the Uniform Administrative Procedure Rules adopted pursuant

thereto, to determine whether the recourse selected by the consumer should be allowed. The consumer and the pet shop or pet dealer shall be entitled to any appeal of the decision resulting from the hearing as may be provided for under law, but upon the exhaustion of such remedies and recourse, the consumer and the pet shop or pet dealer shall comply with the final decision rendered.

For a complete copy of the law, download A960 from <http://www.njleg.state.nj.us/9899/Bills> or visit your local library.

The New Jersey Veterinary Medical Association is a professional organization that strives to advance the profession of veterinary medicine and represents the profession in NJ. Its members are graduate veterinarians who practice and work in NJ.

For more information about the NJVMA and its programs, go to www.njvma.org



Sale of Pets

Frequently Asked Questions

This information was prepared by the New Jersey Veterinary Medical Association to assist its members and their clients in understanding NJ's Sale of Pets law. This information is not intended to be definitive, nor is it intended to provide legal advice.

Sale of Cats and Dogs

New Jersey law provides options for people who purchase dogs or cats (from pet stores or pet dealers) that are deemed "unfit for purchase" by a licensed veterinarian. These options are to

- 1) return the animal and receive a refund of the purchase price, including sales tax, plus reimbursement of veterinary fees (including the cost of veterinary certification of unfitness) incurred prior to the receipt of the certification; or
- 2) retain the animal and receive reimbursement of veterinary fees (including the cost of veterinary certification of unfitness) incurred prior to the receipt of the certification, plus the future cost of veterinary fees to be incurred in curing or attempting to cure the animal; or
- 3) return the animal and receive in exchange an animal of the consumer's choice, of equivalent value, plus reimbursement of veterinary fees (including the cost of veterinary certification of unfitness) incurred prior to the receipt of the certification; or
- 4) in the event of the death of the animal from causes other than an accident, to receive a full refund of the purchase price, including sales tax, or another animal of the consumer's choice of equivalent value, plus reimbursement of veterinary fees (including the cost of veterinary certification of unfitness) incurred prior to the death of the animal.

Limits on Reimbursement of Veterinary Fees- Pet Stores

If the dog or cat was purchased from a "pet store", (defined as "any place of business which is not part of a kennel, wherein animals, including, but not limited to, dogs, cats, birds, fish, reptiles, hamsters or gerbils are kept or displayed chiefly for the purpose of sale to individuals for personal appreciation and companionship, rather than for

business or research purposes) the limit on reimbursement of veterinary fees to the consumer by the pet dealer is two times the purchase price of the animal, including sales tax.

Limits on Reimbursement of Veterinary Fees- Pet Dealers

If the dog or cat is purchased from a "pet dealer" (defined as anyone engaged in the ordinary course of business in the sale of cats and dogs to the public for profit or any person who sells or offers for sale more than five cats or dogs in one year) the limit for reimbursement of veterinary fees is up to the purchase price of the animal.

Examination of Cats and Dogs Prior to Sale

Both pet shops and pet dealers are required to have all cats and dogs that are offered for sale examined by a licensed veterinarian within five days prior to offering them for sale. If fourteen days have passed without the animal being sold, the pet store/dealer is required to have the cat or dog re-examined by a veterinarian.

When Is a Cat or Dog Considered Unfit for Purchase?

Unfit for Purchase is defined in the law to mean "any disease, deformity, injury, physical condition, illness or defect which is congenital or hereditary and severely affects the health of the animal, or which was manifest, capable of diagnosis or likely contracted on or before the sale and delivery of the animal to the consumer." The death of an animal within 14 days of its delivery to the consumer, except death by accident or as a result of injuries sustained during that period, also means the animal was unfit for purchase.

How Much Time Do I Have to Have My Pet Declared Unfit for Purchase?

A veterinarian needs to certify within 14 days after the sale and delivery of an animal that the animal is unfit for purchase. If your pet becomes sick or dies within 180 days after the date of purchase and a veterinarian certifies, within the 180 days after the date of purchase of the animal by the consumer, that the animal is unfit for sale due to a congenital or hereditary cause or condition, or a sickness brought on by a congenital or hereditary cause or condition, or died from such a cause or condition or sickness, you are entitled to one of the options described above. Only the purchaser of the pet has the sole authority to determine which option you wish to select and accept.

What Information is Required For A Certification of Unfitness?

A veterinarian shall provide to the owner in writing and within the seven days after the consumer consults with the veterinarian any certification that is appropriate. The certification shall include:

- (1) The name of the owner;
- (2) The date or dates of examination;
- (3) The breed, color, sex and age of the animal;
- (4) A statement of the findings of the veterinarian;
- (5) A statement that the veterinarian certifies the animal to be "unfit for purchase";
- (6) An itemized statement of veterinary fees incurred as of the date of certification;
- (7) If the animal may be curable, an estimate of the possible cost to cure, or attempt to cure, the animal;
- (8) If the animal has died, a statement establishing the probable cause of death; and
- (9) The name and address of the certifying veterinarian and the date of the certification.