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- [home](#)
- [accessibility](#)
- [FAQ](#)
- [feedback](#)
- [login](#)
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Code: Section:

[Up^](#) [<< Previous](#) [Next >>](#)

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Code Text

HEALTH AND SAFETY CODE - HSC

DIVISION 105. COMMUNICABLE DISEASE PREVENTION AND CONTROL [120100 - 122450] (*Division 105 added by Stats. 1995, Ch. 415, Sec. 7.*)

PART 6. VETERINARY PUBLIC HEALTH AND SAFETY [121575 - 122374] (*Part 6 added by Stats. 1995, Ch. 415, Sec. 7.*)

CHAPTER 5. Sale of Dogs and Cats [122045 - 122315] (*Chapter 5 added by Stats. 1995, Ch. 415, Sec. 7.*)

ARTICLE 1. Sale of Dogs by Breeders [122045 - 122110] (*Article 1 added by Stats. 1995, Ch. 415, Sec. 7.*)

Every **breeder** that sells a dog shall provide the purchaser at the time of sale, and a prospective purchaser upon request, with a written notice of rights, setting forth the rights provided for under this section. The notice shall be contained in a separate document. The written notice of rights shall be in 10-point type. A copy of the written notice of rights shall be signed by the purchaser acknowledging that he or she has reviewed the notice. The notice shall state the following:

“A STATEMENT OF CALIFORNIA LAW GOVERNING THE SALE OF DOGS

The sale of dogs is subject to consumer protection regulation. In the event that a California licensed veterinarian states in writing that your dog is unfit for purchase because it became ill due to an illness or disease that existed within 15 days following delivery to you, or within one year in the case of congenital or hereditary condition, you may choose one of the following:

- (1) Return your dog and receive a refund of the purchase price, plus sales tax, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog, plus sales tax.
- (2) Return your dog and receive a dog of your choice of equivalent value, providing a replacement dog is available, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog, plus sales tax.
- (3) Keep the dog and receive reimbursement for reasonable veterinarian fees up to 150 percent of the original purchase price of the dog plus sales tax on the original purchase price of the dog.

In the event your dog dies, you may receive a refund for the purchase price of the dog, plus sales tax, or a replacement dog of your choice, of equivalent value, and reimbursement for reasonable veterinary fees for the diagnosis and treatment of the dog, if a veterinarian, licensed in this state, states in writing that the dog has died due to an illness or disease that existed within 15 days after the purchaser obtained physical possession of the dog after the sale by a dog **breeder**, or states that the dog has died due to a congenital or hereditary condition that was diagnosed by the veterinarian within one year after the purchaser obtained physical possession of the dog after the sale by a dog **breeder**. These fees may not exceed the purchase price of the dog, plus sales tax.

In order to exercise these rights, you must notify the dog **breeder** as quickly as possible but no later than five days after learning from your veterinarian that a problem exists. You must tell the dog **breeder** about the problem and give the dog **breeder** the name and telephone number of the veterinarian providing the diagnosis.

If you are making a claim, you must also present to the dog **breeder** a written veterinary statement, in a form prescribed by law, that the animal is unfit for purchase and an itemized statement of all veterinary fees related to the claim. This information must be presented to the dog **breeder** no later than five days after you have received the written statement from the veterinarian.

In the event that the dog **breeder** wishes to contest the statement or the veterinarian's bill, the dog **breeder** may request that you produce the dog for examination by a licensed veterinarian of the dog **breeder**'s choice. The dog **breeder** shall pay the cost of this examination.

In the event of death, the deceased dog need not be returned to the dog **breeder** if you submit a statement issued by a licensed veterinarian stating the cause of death.

If the parties cannot resolve the claim within 10 business days following receipt of the veterinarian statement or the examination by the dog **breeder**'s veterinarian, whichever event occurs later, you may file an action in a court of competent jurisdiction to resolve the dispute. If a party acts in bad faith, the other party may collect reasonable attorney's fees. If the dog **breeder** does not contest the matter, the dog **breeder** must make the refund or reimbursement no later than 10 business days after receiving the veterinary certification.

This statement is a summary of key provisions of the consumer remedies available. California law also provides safeguards to protect dog **breeders** from abuse. If you have questions, obtain a copy of the complete relevant statutes.

This notice shall be contained in a separate document. The written notice shall be in 10-point type. The notice shall be signed by the purchaser acknowledging that he or she has reviewed the notice. The dog **breeder** shall permit persons to review the written notice upon request.

NOTE: This disclosure of rights is a summary of California law. The actual statutes are contained in Article 1 (commencing with Section 122045) of Chapter 5 of Part 6 of Division 105 of the Health and Safety Code."

(Added by Stats. 1995, Ch. 415, Sec. 7. Effective January 1, 1996.)