

The sale of dogs and cats is subject to consumer protection regulations. Minnesota law also provides safeguards to protect pet dealers and animal purchasers. The following guarantee is a portion of the **Minnesota Statutes, section 325F.79.** [for easier READING www.ardyweb.com/puppy-health-guarantee.html](http://www.ardyweb.com/puppy-health-guarantee.html)

STATEMENT OF MINNESOTA LAW GOVERNING THE SALE OF DOGS AND CATS

RESPONSIBILITIES OF THE PURCHASER.

Have puppy **vet check within 2 business days** from the time received.

To obtain the remedies, the purchaser shall:

Notify the pet dealer, within two (2) business days, of the diagnosis by a veterinarian of a health problem & provide the pet dealer with:

- 1 **NAME** of veterinarian
- 2 vet's business **PHONE#**
- 3 vet's business **WEBSITE** address
- 4 vet's business **EMAIL** address
- 5 veterinarian **LICENSE #**
- 6 **Copy** of veterinarian's report on the puppy

If the purchaser wishes to receive a full refund for the animal, return the animal no later than two (2) business days after receipt of a **WRITTEN statement from a veterinarian** indicating the animal is unfit due to a health problem.

With respect to a dead animal the purchaser must provide the pet dealer with 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.

RIGHTS OF THE PURCHASER.

If, within ten (10) 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 (1) year after receipt of the animal by the purchaser, a **veterinarian states in WRITING (dated, veterinary license # & state issued , phone # of**

veterinarian & signed by veterinarian, website & email addresses) that the animal has died or is ill due to **hereditary** (genetically passed or passable from parent to offspring) OR **congenital** (existing from birth) defect, or is not 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:

- 1- receive an animal, of equal value, if available, and reimbursement for reasonable veterinary fees, such reimbursements not exceed the original purchase price of the animal; or
- 2- Receive a refund of the full purchase price. **Purchase price is minus eBook \$10 & training fee \$90.**

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:

- 1- return the animal to the pet dealer for a refund of the full purchase price;
- 2- exchange the animal for an animal of the purchaser's choice of equivalent value, providing a replacement is available; or
- 3- Retain the animal, and receive reimbursement for reasonable veterinary fees, such reimbursement not to exceed the original purchase price of the animal. **Purchase price is minus eBook \$10 & training fee \$90.**

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

Pet dealer will not honor any diagnosis from an HSVNA (Humane Society Veterinary Medical Association) veterinarian or any veterinarian associated with Banfield Veterinarian Services.

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.

1 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.

2 A statement was not provided to the purchaser which disclosed the health problem for which the purchaser seeks to return the animal.

3 If the veterinarian is not available for the breeder to speak too.

4 The purchaser fails to carry out recommended treatment prescribed by the examining veterinarian or breeder.

CONTEST.

In the event that a pet dealer wishes to contest a demand for the relief, the pet dealer may require the purchaser to produce the animal for examination or autopsy by a veterinarian designated by the pet dealer. The pet dealer shall have a right of recovery against the purchaser if the pet dealer is not obligated to provide a remedy.

The prevailing party in the court action shall have the right to recover costs and reasonable attorney fees not to exceed \$500.00.