

REPLY TO

12TH DISTRICT
STEWART J. GREENLEAF
 27 NORTH YORK ROAD
 WILLOW GROVE, PA 19080-3419
 (215) 657-7700
 (215) 560-9052 FAX

 SENATE BOX 203012
 THE STATE CAPITOL
 HARRISBURG, PA 17120-3012
 (717) 797-6599
 (717) 793-7328 FAX



Senate of Pennsylvania

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 TASK FORCE ON DECEDENTS ESTATES
 TASK FORCE ON DOMESTIC RELATIONS LAW
 TASK FORCE ON ADOPTION LAW

February 18, 1999

Douglas Yauger
 Chief Deputy Attorney General
 Bureau of Consumer Protection
 Office of the Attorney General
 Strawberry Square
 Harrisburg, PA 17101

ORIGINAL: 1993
 MCGINLEY
 COPIES: McGinley
 Jewett
 Sandusky
 Legal
 Notebook

RECEIVED
 99 FEB 23 PM 4:00
 INDEPENDENT COMMISSION
 REVIEW COMMISSION

Dear Mr. Yauger:

I am very concerned that the terms of the enclosed warranty being used by a Mechanicsburg area pet store contradict the Puppy Mill Act. This was brought to my attention by Kay Smith of Glen Mills, Pa. Mrs. Smith has made several complaints regarding Petland in the Silver Springs Township Mall in Cumberland County. These complaints have been handled by Agent Harry Dorn, who was kind enough to send Mrs. Smith a copy of Petland's warranty.

Mrs. Smith has correctly pointed out that passages of this warranty are in opposition to current law. I would be very appreciative if you would take action to ensure that Petland is providing customers with information in line with the law.

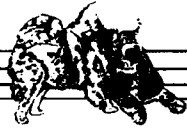
Please let me know what action is taken so that I might update Mrs. Smith.

Sincerely,

Stewart J. Greenleaf

SJG/jad

Enclosure



Breed _____
 Sex _____
 Date of Birth _____
 Sire _____
 Dam _____
 Breeder _____
 Check One: AKC _____ UKC _____ Unregisterable _____

Date of Purchase _____
 Purchase Price _____
 Pet Counselor _____
 Sire # _____
 Dam # _____
 Litter # _____
 Store I.D. # _____

LIMITED 14 DAY PUPPY WARRANTY

The puppy you have selected is warranted by this Petland retailer to the original purchaser to be healthy at the time of purchase. To keep this warranty in effect you must have your puppy examined by a licensed veterinarian of your choice within four (4) days of the date of purchase. Your puppy must be examined by _____, 19_____. During the initial exam, should your veterinarian find this puppy to be a poor health risk or detect any physical health problem that would require further veterinary care other than required vaccinations and/or wormings you must notify this Petland retailer within twenty-four (24) hours.

In accordance with the above, this Petland retailer also warrants your puppy to be free from Parvo Virus, Distemper, Hepatitis, Corona Virus, and Canine Influenza for a full fourteen (14) days from the date of purchase. Should your veterinarian detect any of the above-mentioned diseases within the fourteen (14) day period immediately following your purchase, you must notify your Petland retailer within twenty-four (24) hours.

LIMITED ONE YEAR EXTENDED WARRANTY

This Petland retailer warrants your puppy for 1 year from the date of purchase against hereditary and congenital disorders that may interfere with your puppy's ability to lead a normal life. This Petland retailer provides your pet solely for the purpose of a companion pet. There is no warranty expressed or implied that you will be able to use your pet for showing or breeding purposes.

In the event that your licensed veterinarian certifies your animal to be unfit for purchase within fourteen (14) days following receipt of your animal as noted in the Limited 14 Day Puppy Warranty or within 1 year in the case of congenital or hereditary cause as noted in the Limited One Year Extended Warranty, you must supply this Petland retailer with your veterinarian's written report within fourteen (14) days of diagnosis. You may then choose a replacement puppy or a full credit of the original purchase price toward the purchase of any other puppy of your choice. You may take up to six (6) months to select your replacement puppy.

LIMITED LIFETIME WARRANTY

In the event your puppy should die, whether by natural or other causes, this Petland retailer will give to the original purchaser a credit of twenty-five percent (25%) toward the purchase of a replacement puppy of your choice. You may select your replacement puppy at any time after presenting to your Petland your veterinarian's written verification of your puppy's death, and a copy of your Petland warranty.

LIMITATION OF LIABILITY

Buyer has read and understands the Petland limited warranties and acknowledges that no cash refund or reimbursement of veterinarian fees for the initial examination or for any other veterinary services rendered nor reimbursement for consequential or incidental expenses will be made and that the initial examination and the timely submission of veterinary reports are conditions precedent to the effectiveness of the Limited 14 Day Puppy Warranty, Limited One Year Extended Warranty, and Limited Lifetime Warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

To be eligible for the 14 Day Health Guarantee, 1 Year Extended Warranty and Lifetime Warranty, you must keep the puppy under regular and continued care of a licensed veterinarian. Care must include regular vaccinations and wormings, as recommended by your veterinarian.

If you are eligible for and select another puppy or credit towards another puppy, you must return any registration or registration application documents for your pet that have been delivered to you. You must also assign any and all documents back to this Petland retailer.

The above constitute the entire warranties provided by your Petland retailer. The buyer agrees that there are no other warranties which extend beyond those contained within this document. The duration of any applicable implied Warranties on this puppy are limited to the 14 Day, 1 Year and Lifetime Limited Warranties, respectively. Some states do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Your new puppy has been examined by _____, DVM _____
 (Name of Store Veterinarian) (Phone #)

Petland Store: _____
 Store Address: _____
 Store Phone Number: _____
 Owned and Operated by: _____
 Customer Signature: _____

Customer Name: _____
 Address: _____
 Phone: _____

I have received my AKC _____ UKC _____ registration papers

Signature: _____ Date: _____