

RULES & REGULATIONS RELATING TO THE PET DEALERS AND PET STORES BUSINESS

BY VIRTUE OF THE AUTHORITY VESTED IN ME UNDER THE PROVISIONS OF THE NASSAU COUNTY ADMINISTRATIVE CODE, TITLED 79, Section 10, I HEREBY PROMULGATE THE FOLLOWING REGULATIONS RELATING TO THE PET DEALER AND PET STORE BUSINESS.

1. Registration Forms

(a) Pet Dealers and Pet Stores are required to fill out and submit a registration form prescribed by the Commissioner.

(b) Failure to file the registration form within thirty (30) days will be deemed a violation of these regulations. Violations are subject to penalties as prescribed by Section 11 of Local Law 11-2014.

(c) New Pet Dealers and Pet Stores that deal in the sale or adoption of dogs and/or cats must register within fifteen (15) days of opening.

2. Prior to obtaining Pets for sale or adoption, the Pet Dealer or Pet Store must verify that the breeder is in compliance with the USDA Law and their Rules and Regulations. The website address is: <https://acissearch.aphis.usda.gov/LPASearch/faces/Warning.jspx>.

3. Pet Dealers and Pet Store Contracts

(a) Every Pet Dealer and/or Breeder agreement shall be evidenced in writing signed by all parties to the contract.

(b) All addendums to the contract must also be in writing signed by all parties.

(c) Any memorandum, agreement or contract furnished to a customer shall carry said Dealer/Breeder's name, office address, telephone number and Nassau County Registration number legibly printed or stamped thereon. In addition, there shall appear on such form the name of the salesman, if such exists, legibly printed thereon.

4. Use of Registration Number and Company Name

(a) All display advertising and promotional literature shall contain the Registration number as printed on the Registration.

(b) All display advertising and promotional literature shall contain the Registration full company name as printed on the Registration.

5. Commercial Practices

(a) Representations and illustrations of products or services offered to the public shall be accurately represented in all advertisements or descriptive material.

(b) Pets to be furnished shall be accurately described.

(c) Delivery Charges. If there is to be a delivery charge, advertisements or representations shall make such fact known.

(d) Warranty or Guarantee. Where reference is made to a warranty or guarantee, such warranty or guarantee shall be clearly disclosed including the subject of the warranty or guarantee and the terms and requirements, if any.

(e) Price Reductions. All references to a price reduction or savings must be based on the usual and customary selling price of the pet in the regular course of business. Such statements or representations shall not be based upon fictitious prices or infrequently used prices.

(f) Pricing. Where a price is quoted which does not include cost for spaying, neutering, shots, micro chipping or other veterinary services necessary for the proper sale or adoption of a pet, then said extra cost shall be prominently noted in conjunction with the price quoted.

6. Lost or Misplaced Registrations

Any Pet Dealer and/or Breeder who should misplace or lose his Pet Dealer and/or Breeder Registration shall immediately file an affidavit of such loss with the Office of Consumer Affairs.

7. Age Qualification

In order to obtain a Pet Dealer and/or Breeder Registration from the Nassau County Office of Consumer Affairs, the applicant must be 21 years of age.

8. Cooling off Period

(a) You, the Pet Dealer, must furnish the buyer with a fully completed receipt or copy of any contract pertaining to such sale at the time of its execution, which is in the same language, e.g. Spanish, as that principally used in the oral sales presentation and which shows the date of the transaction and contains the name and address of seller, and in immediate proximity to the space reserved in the contract for the signature of the buyer or on the front page of the receipt if a contract is not used and in BOLD FACE type of a minimum size of 10 points, a statement in substantially the following form:

"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

(b) You must furnish each buyer, at the time he signs the contract or otherwise agrees to buy services from the seller, a completed form in triplicate, captioned "NOTICE OF CANCELLATION", which shall be attached to the contract or receipt and easily detachable, and which shall contain in ten (10) point BOLD FACE type the following information and statements in the same language, e.g. Spanish, as that used in the contract. That the buyer has read this "NOTICE

OF CANCELLATION" must be acknowledged by his signature thereon. One copy to be retained by you.

(c) In no such event shall store or dealer begin sale or adoption prior to three days from the signing of this agreement unless the buyer furnishes the store or dealer with a separate dated and signed personal statement describing a situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel within three (3) business days.

9. Delivery Date

Every Pet Dealer and/or Breeder contract shall provide for a delivery date on which date the pet sale or adoption and services to be furnished and performed is to be completed.

SAMPLE FORMAT

I have read and received this Notice.

Buyer's Signature

Date of Transaction

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

TO CANCEL THIS TRANSACTION, MAIL CERTIFIED, RETURN RECEIPT REQUESTED, OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO (Name of Seller), AT (Address of Seller's place of business) NOT LATER THAN MIDNIGHT OF _____.
(DATE)

I HEREBY CANCEL THIS TRANSACTION

(DATE)

(Buyer's Signature)

10. All Pet Dealer and/or Breeder contracts shall contain the printed, legible name of the representative of the Registration Pet Dealer and/or Breeder contractor below the signature of such representative.
11. A copy of the Nassau County Pet Dealer and/or Breeder Registration must be available for presentation at all times.
- 12.. No Dealer, Store or Breeder shall permit his Registration and/or Registration number to be used by another.