IF YOU ARE SELLING OR TRANSFERRING OWNERSHIP OF A DOG YOU ARE REQUIRED TO COMPLETE THIS FORM.

This form must be completed within ten days after the transfer of ownership or possession of any dog, if the seller or other transferor of the dog has knowledge that the dog is a dangerous dog. The seller or other transferor shall provide the completed form to: (1) the buyer or other transferee, (2) the board of health for the district in which the buyer or other transferee resides, and (3) the dog warden of the county in which the buyer or other transferee resides.

| NAME OF THE   | SELLER OI | R TRANSFEROR: _     |                            |  |                                   |                                  |
|---|-----------|---------------------|----------------------------|--|-----------------------------------|----------------------------------|
| Street Address  |           |                     | City                       |  | State Z                           | ip Code                          |
| Primary Contact Phone Number                                |           |                     |                            | Se   | condary Contact Phone             | Number                           |
| NAME OF THE BUYER OR TRANSFEREE:                            |           |                     |                            |  |                                   |                                  |
| Street Address  |           | City State Zip Code |                            |  |                                   |                                  |
| Primary Contact Phone Number Secondary Contact Phone Number |           |                     |                            |  |                                   |                                  |
| Age   | Gender    | Spayed/<br>Neutered | Color                      | Hair Length  | Breed                             | License Number                   |
| Rabies Tag # Microc   |           | Microchi            | hip Number (if applicable) |  | Dog's Name                        |                                  |
|   |           |                     |                            |  |                                   |                                  |
| Dated this day of   |           |                     | 20                         | I have also received and understand the statements regarding dog behavior. |                                   |                                  |
| Tag issued in County  |           |                     |                            | Signed,  |                                   |                                  |
| This transfer recorded                                      |           |                     | 20                         | R  | lequired Signature of Transferer, | Seller (or Executor, if applies) |
|   |           |                     | County Auditor             | Signed,Advised Signature of Transferee/Buyer                               |                                   |                                  |
|   |           |                     | Donuty Auditor             |  | Advised Signature of Halls        | sici ce/ buyer                   |

| Page 2, Dog License Number:   |
|---|
| Has the dog ever chased or attempted to attach or bite a person?  Yes  No  (Initials)  If yes, describe the incident(s) in which the behavior occurred. |
|   |
| Has the dog ever bitten a person?  Yes No (Initials)  If yes, describe the incident(s) in which the behavior occurred.                                  |
|   |
|   |
| Has the dog ever seriously injured or killed a person? Yes No (Initials)  |
| If yes, describe the incident(s) in which the behavior occurred.  |
|   |
|   |
| Does your dog meet any of the definitions of either a dangerous or vicious dog?  Yes  No  (Initials)  |
| Signed,   |

Cuyahoga County Fiscal Department 2079 E. 9th Street 3-128 Cleveland, Ohio 44115

Include \$5.00 fee along with the first two pages of this form to the:

955.11 (A) As used in this section:

- (1)(a) "Dangerous dog" means a dog that, without provocation, and subject to division (A)(1)(b) of this section, has done any of the following:
- (i) Caused injury, other than killing or serious injury, to any person;
- (ii) Killed another dog;
- (iii) Been the subject of a third or subsequent violation of division (C) of section 955.22 of the Revised Code.
- (b) "Dangerous dog" does not include a police dog that has caused injury, other than killing or serious injury, to any person or has killed another dog while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.
- (2) "Menacing fashion" means that a dog would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to that person.
- (3)(a) Subject to division (A)(3)(b) of this section, "nuisance dog" means a dog that without provocation and while off the premises of its owner, keeper, or harborer has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person.
- (b) "Nuisance dog" does not include a police dog that while being used to assist one or more law enforcement officers in the performance of official duties has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person.
- (4) "Police dog" means a dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.
- (5) "Serious injury" means any of the following:
- (a) Any physical harm that carries a substantial risk of death;
- (b) Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, substantial incapacity;
- (c) Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement;
- (d) Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain.
- (6)(a) "Vicious dog" means a dog that, without provocation and subject to division (A)(6)(b) of this section, has killed or caused serious injury to any person.
- (b) "Vicious dog" does not include either of the following:
- (i) A police dog that has killed or caused serious injury to any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties;
- (ii) A dog that has killed or caused serious injury to any person while a person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper, or harborer of the dog.
- (7) "Without provocation" means that a dog was not teased, tormented, or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.
- (B) Upon the transfer of ownership of any dog, the seller of the dog shall give the buyer a transfer of ownership certificate that shall be signed by the seller. The certificate shall contain the registration number of the dog, the name of the seller, and a brief description of the dog. Blank forms of the certificate may be obtained from the county auditor. A transfer of ownership shall be recorded by the auditor upon presentation of a transfer of ownership certificate that is signed by the former owner of a dog and that is accompanied by a fee of five dollars.
- (C) Prior to the transfer of ownership or possession of any dog, upon the buyer's or other transferee's request, the seller or other transferor of the dog shall give to the person a written notice relative to the behavior and propensities of the dog.
- (D) Within ten days after the transfer of ownership or possession of any dog, if the seller or other transferor of the dog has knowledge that the dog is a dangerous dog, the seller or other transferor shall give to the buyer or other transferee, the board of health for the district in which the buyer or other transferee resides, and the dog warden of the county in which the buyer or other transferee resides, a completed copy of a written form on which the seller shall furnish the following information:
- (E) No seller or other transferor of a dog shall fail to comply with the applicable requirements of divisions (B) to (D) of this section.