



Sen. Dan Kotowski

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1 AMENDMENT TO SENATE BILL 633

2 AMENDMENT NO. _____. Amend Senate Bill 633 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Animal Welfare Act is amended by changing
5 Section 3.15 as follows:

6 (225 ILCS 605/3.15)

7 Sec. 3.15. Disclosures for dogs and cats being sold by pet
8 shops.

9 (a) Prior to the time of sale, every pet shop operator
10 must, to the best of his or her knowledge, provide to the
11 consumer the following information on any dog or cat being
12 offered for sale:

13 (1) The retail price of the dog or cat, including any
14 additional fees or charges.

15 (2) The breed, age, date of birth, sex, and color of
16 the dog or cat.

1 (3) The date and description of any inoculation or
2 medical treatment that the dog or cat received while under
3 the possession of the pet shop operator.

4 (4) The name and business address of both the dog or
5 cat breeder and the facility where the dog or cat was born.
6 If the dog or cat breeder is located in the State, then the
7 breeder's license number. If the dog or cat breeder also
8 holds a license issued by the United States Department of
9 Agriculture, the breeder's federal license number.

10 (5) (Blank).

11 (6) If eligible for registration with a pedigree
12 registry, then the name and registration numbers of the
13 sire and dam and the address of the pedigree registry where
14 the sire and dam are registered.

15 (7) If the dog or cat was returned by a customer, then
16 the date and reason for the return.

17 (8) A copy of the pet shop's policy regarding
18 warranties, refunds, or returns and an explanation of the
19 remedy under subsections (f) through (m) of this Section in
20 addition to any other remedies available at law.

21 (9) The pet shop operator's license number issued by
22 the Illinois Department of Agriculture.

23 (b) The information required in subsection (a) shall be
24 provided to the customer in written form by the pet shop
25 operator and shall have an acknowledgement of disclosures form,
26 which must be signed by the customer and the pet shop operator

1 at the time of sale. The acknowledgement of disclosures form
2 shall include the following:

3 (1) A blank space for the dated signature and printed
4 name of the pet shop operator, which shall be immediately
5 beneath the following statement: "I hereby attest that all
6 of the above information is true and correct to the best of
7 my knowledge."

8 (2) A blank space for the customer to sign and print
9 his or her name and the date, which shall be immediately
10 beneath the following statement: "I hereby attest that this
11 disclosure was posted on or near the cage of the dog or cat
12 for sale and that I have read all of the disclosures. I
13 further understand that I am entitled to keep a signed copy
14 of this disclosure."

15 (c) A copy of the disclosures and the signed
16 acknowledgement of disclosures form shall be provided to the
17 customer at the time of sale and the original copy shall be
18 maintained by the pet shop operator for a period of 2 years
19 from the date of sale. A copy of the pet store operator's
20 policy regarding warranties, refunds, or returns shall be
21 provided to the customer.

22 (d) A pet shop operator shall post in a conspicuous place
23 in writing on or near the cage of any dog or cat available for
24 sale the information required by subsection (a) of this Section
25 3.15.

26 (e) If there is an outbreak of distemper, parvovirus, or

1 any other contagious and potentially life-threatening disease,
2 the pet shop operator shall notify the Department immediately
3 upon becoming aware of the disease. If the Department issues a
4 quarantine, the pet shop operator shall notify, in writing and
5 within 2 business days of the quarantine, each customer who
6 purchased a dog or cat during the 2-week period prior to the
7 outbreak and quarantine.

8 (f) A customer who purchased a dog or cat from a pet shop
9 is entitled to a remedy under this Section if:

10 (1) within 21 days after the date of sale, a licensed
11 veterinarian states in writing that at the time of sale (A)
12 the dog or cat was unfit for purchase due to illness or
13 disease, the presence of symptoms of a contagious or
14 infectious disease, or obvious signs of severe parasitism
15 that are extreme enough to influence the general health of
16 the animal, excluding fleas or ticks, or (B) the dog or cat
17 has died from a disease that existed in the dog or cat on
18 or before the date of delivery to the customer; or

19 (2) within one year after the date of sale, a licensed
20 veterinarian states in writing that the dog or cat
21 possesses a congenital or hereditary condition that
22 adversely affects the health of the dog or cat or requires
23 either hospitalization or a non-elective surgical
24 procedure or has died of a congenital or hereditary
25 condition. Internal or external parasites may not be
26 considered to adversely affect the health of the dog unless

1 the presence of the parasites makes the dog or cat
2 clinically ill. The veterinarian's statement shall
3 include:

4 (A) the customer's name and address;

5 (B) a statement that the veterinarian examined the
6 dog or cat;

7 (C) the date or dates that the dog or cat was
8 examined;

9 (D) the breed and age of the dog or cat, if known;

10 (E) a statement that the dog or cat has or had a
11 disease, illness, or congenital or hereditary
12 condition that is subject to remedy; and

13 (F) the findings of the examination or necropsy,
14 including any lab results or copies of the results.

15 (g) A customer entitled to a remedy under subsection (f) of
16 this Section may:

17 (1) return the dog or cat to the pet shop for a full
18 refund of the purchase price;

19 (2) exchange the dog or cat for another dog or cat of
20 comparable value chosen by the customer;

21 (3) retain the dog or cat and be reimbursed for
22 reasonable veterinary fees for diagnosis and treatment of
23 the dog or cat, not to exceed the purchase price of the dog
24 or cat; or

25 (4) if the dog or cat is deceased, be reimbursed for
26 the full purchase price of the dog or cat plus reasonable

1 veterinary fees associated with the diagnosis and
2 treatment of the dog or cat, not to exceed one ~~2~~ times the
3 purchase price of the dog or cat.

4 For the purposes of this subsection (g), veterinary fees
5 shall be considered reasonable if (i) the services provided are
6 appropriate for the diagnosis and treatment of the disease,
7 illness, or congenital or hereditary condition and (ii) the
8 cost of the services is comparable to that charged for similar
9 services by other licensed veterinarians located in close
10 proximity to the treating veterinarian.

11 (h) Unless the pet shop contests a reimbursement required
12 under subsection (g) of this Section, the reimbursement shall
13 be made to the customer no later than 10 business days after
14 the pet shop operator receives the veterinarian's statement
15 under subsection (f) of this Section.

16 (i) To obtain a remedy under this Section, a customer
17 shall:

18 (1) notify the pet shop as soon as reasonably possible
19 and not to exceed 3 business days after a diagnosis by a
20 licensed veterinarian of a disease, illness, or congenital
21 or hereditary condition of the dog or cat for which the
22 customer is seeking a remedy;

23 (2) provide to the pet shop a written statement
24 provided for under subsection (f) of this Section by a
25 licensed veterinarian within 5 business days after a
26 diagnosis by the veterinarian;

1 (3) upon request of the pet shop, take the dog or cat
2 for an examination by a second licensed veterinarian; the
3 customer may either choose the second licensed
4 veterinarian or allow the pet shop to choose the second
5 veterinarian, if the pet shop agrees to do so. The party
6 choosing the second veterinarian shall assume the cost of
7 the resulting examination; and

8 (4) if the customer requests a reimbursement of
9 veterinary fees, provide to the pet shop an itemized bill
10 for the disease, illness, or congenital or hereditary
11 condition of the dog or cat for which the customer is
12 seeking a remedy.

13 (j) A customer is not entitled to a remedy under this
14 Section if:

15 (1) the illness or death resulted from: (A)
16 maltreatment or neglect by the customer; (B) an injury
17 sustained after the delivery of the dog or cat to the
18 customer; or (C) an illness or disease contracted after the
19 delivery of the dog or cat to the customer;

20 (2) the customer does not carry out the recommended
21 treatment prescribed by the veterinarian who made the
22 diagnosis; or

23 (3) the customer does not return to the pet shop all
24 documents provided to register the dog or cat, unless the
25 documents have already been sent to the registry
26 organization.

1 (k) A pet shop may contest a remedy under this Section by
2 having the dog or cat examined by a second licensed
3 veterinarian pursuant to paragraph (3) of subsection (i) of
4 this Section if the dog or cat is still living. If the dog or
5 cat is deceased, the pet shop may choose to have the second
6 veterinarian review any records provided by the veterinarian
7 who examined or treated the dog or cat for the customer before
8 its death.

9 If the customer and the pet shop have not reached an
10 agreement within 10 business days after the examination of the
11 medical records and the dog or cat, if alive, or the dog's or
12 cat's medical records, if deceased, by the second veterinarian,
13 then:

14 (1) the customer may bring suit in a court of competent
15 jurisdiction to resolve the dispute; or

16 (2) if the customer and the pet shop agree in writing,
17 the parties may submit the dispute to binding arbitration.

18 If the court or arbiter finds that either party acted in
19 bad faith in seeking or denying the requested remedy, then the
20 offending party may be required to pay reasonable attorney's
21 fees and court costs of the adverse party.

22 (l) This Section shall not apply to any adoption of dogs or
23 cats, including those in which a pet shop or other organization
24 rents or donates space to facilitate the adoption.

25 (m) If a pet shop offers its own warranty on a pet, a
26 customer may choose to waive the remedies provided under

1 subsection (f) of this Section in favor of choosing the
2 warranty provided by the pet shop. If a customer waives the
3 rights provided by subsection (f), the only remedies available
4 to the customer are those provided by the pet shop's warranty.
5 For the statement to be an effective waiver of the customer's
6 right to refund or exchange the animal under subsection (f),
7 the pet shop must provide, in writing, a statement of the
8 remedy under subsection (f) that the customer is waiving as
9 well as a written copy of the pet shop's warranty. For the
10 statement to be an effective waiver of the customer's right to
11 refund or exchange the animal under subsection (f), it shall be
12 substantially similar to the following language:

13 "I have agreed to accept the warranty provided by the
14 pet shop in lieu of the remedies under subsection (f) of
15 Section 3.15 of the Animal Welfare Act. I have received a
16 copy of the pet shop's warranty and a statement of the
17 remedies provided under subsection (f) of Section 3.15 of
18 the Animal Welfare Act. This is a waiver pursuant to
19 subsection (m) of Section 3.15 of the Animal Welfare Act
20 whereby I, the customer, relinquish any and all right to
21 return the animal for congenital and hereditary disorders
22 provided by subsection (f) of Section 3.15 of the Animal
23 Welfare Act. I agree that my exclusive remedy is the
24 warranty provided by the pet shop at the time of sale."

25 (Source: P.A. 98-509, eff. 1-1-14.)

1 Section 99. Effective date. This Act takes effect upon
2 becoming law.".