



## 98TH GENERAL ASSEMBLY

### State of Illinois

2013 and 2014

SB1639

Introduced 2/13/2013, by Sen. Dan Kotowski

#### SYNOPSIS AS INTRODUCED:

225 ILCS 605/2

from Ch. 8, par. 302

225 ILCS 605/3.15

Amends the Animal Welfare Act. Provides that certain disclosure requirements apply to the sale or exchange of each dog and cat within the State (rather than the sale of dogs and cats by pet shop operators). Provides that, if there is an outbreak of distemper, parvovirus, or any other contagious and potentially life-threatening disease affecting more than 2 dogs at a seller's pet shop or kennel within a 60-day period, then the seller shall provide each customer that purchases a dog a written notice stating the nature of the outbreak, and shall notify the State Veterinarian of the outbreak within 2 business days after becoming aware that a third animal has contracted the disease. Provides that a customer who purchased a dog from a seller is entitled to a remedy if certain conditions relating to a disease, illness, condition, or death of the dog are met. Sets forth conditions that a customer shall meet to obtain a remedy from a seller and a timeframe in which the seller shall provide a reimbursement to the customer. Provides that a customer may not be entitled to a remedy if the customer fails to meet certain requirements. Provides that a seller may contest a remedy sought by a customer. Provides that if a customer and seller do not reach an agreement within 10 business days, then the parties may agree to binding arbitration or the customer may bring suit in a court of competent jurisdiction. Changes certain references from "pet shop operator" to "seller".

LRB098 08812 MGM 38938 b

FISCAL NOTE ACT  
MAY APPLY

A BILL FOR

1 AN ACT concerning regulation.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The Animal Welfare Act is amended by changing  
5 Sections 2 and 3.15 as follows:

6 (225 ILCS 605/2) (from Ch. 8, par. 302)

7 Sec. 2. Definitions. As used in this Act unless the context  
8 otherwise requires:

9 "Department" means the Illinois Department of Agriculture.

10 "Director" means the Director of the Illinois Department of  
11 Agriculture.

12 "Pet shop operator" means any person who sells, offers to  
13 sell, exchange, or offers for adoption with or without charge  
14 or donation dogs, cats, birds, fish, reptiles, or other animals  
15 customarily obtained as pets in this State. However, a person  
16 who sells only such animals that he has produced and raised  
17 shall not be considered a pet shop operator under this Act, and  
18 a veterinary hospital or clinic operated by a veterinarian or  
19 veterinarians licensed under the Veterinary Medicine and  
20 Surgery Practice Act of 2004 shall not be considered a pet shop  
21 operator under this Act.

22 "Dog dealer" means any person who sells, offers to sell,  
23 exchange, or offers for adoption with or without charge or

1 donation dogs in this State. However, a person who sells only  
2 dogs that he has produced and raised shall not be considered a  
3 dog dealer under this Act, and a veterinary hospital or clinic  
4 operated by a veterinarian or veterinarians licensed under the  
5 Veterinary Medicine and Surgery Practice Act of 2004 shall not  
6 be considered a dog dealer under this Act.

7 "Secretary of Agriculture" or "Secretary" means the  
8 Secretary of Agriculture of the United States Department of  
9 Agriculture.

10 "Person" means any person, firm, corporation, partnership,  
11 association or other legal entity, any public or private  
12 institution, the State of Illinois, or any municipal  
13 corporation or political subdivision of the State.

14 "Kennel operator" means any person who operates an  
15 establishment, other than an animal control facility,  
16 veterinary hospital, or animal shelter, where dogs or dogs and  
17 cats are maintained for boarding, training or similar purposes  
18 for a fee or compensation; or who sells, offers to sell,  
19 exchange, or offers for adoption with or without charge dogs or  
20 dogs and cats which he has produced and raised. A person who  
21 owns, has possession of, or harbors 5 or less females capable  
22 of reproduction shall not be considered a kennel operator.

23 "Cattery operator" means any person who operates an  
24 establishment, other than an animal control facility or animal  
25 shelter, where cats are maintained for boarding, training or  
26 similar purposes for a fee or compensation; or who sells,

1 offers to sell, exchange, or offers for adoption with or  
2 without charges cats which he has produced and raised. A person  
3 who owns, has possession of, or harbors 5 or less females  
4 capable of reproduction shall not be considered a cattery  
5 operator.

6 "Animal control facility" means any facility operated by or  
7 under contract for the State, county, or any municipal  
8 corporation or political subdivision of the State for the  
9 purpose of impounding or harboring seized, stray, homeless,  
10 abandoned or unwanted dogs, cats, and other animals. "Animal  
11 control facility" also means any veterinary hospital or clinic  
12 operated by a veterinarian or veterinarians licensed under the  
13 Veterinary Medicine and Surgery Practice Act of 2004 which  
14 operates for the above mentioned purpose in addition to its  
15 customary purposes.

16 "Animal shelter" means a facility operated, owned, or  
17 maintained by a duly incorporated humane society, animal  
18 welfare society, or other non-profit organization for the  
19 purpose of providing for and promoting the welfare, protection,  
20 and humane treatment of animals. "Animal shelter" also means  
21 any veterinary hospital or clinic operated by a veterinarian or  
22 veterinarians licensed under the Veterinary Medicine and  
23 Surgery Practice Act of 2004 which operates for the above  
24 mentioned purpose in addition to its customary purposes.

25 "Foster home" means an entity that accepts the  
26 responsibility for stewardship of animals that are the

1 obligation of an animal shelter, not to exceed 4 animals at any  
2 given time. Permits to operate as a "foster home" shall be  
3 issued through the animal shelter.

4 "Guard dog service" means an entity that, for a fee,  
5 furnishes or leases guard or sentry dogs for the protection of  
6 life or property. A person is not a guard dog service solely  
7 because he or she owns a dog and uses it to guard his or her  
8 home, business, or farmland.

9 "Guard dog" means a type of dog used primarily for the  
10 purpose of defending, patrolling, or protecting property or  
11 life at a commercial establishment other than a farm. "Guard  
12 dog" does not include stock dogs used primarily for handling  
13 and controlling livestock or farm animals, nor does it include  
14 personally owned pets that also provide security.

15 "Sentry dog" means a dog trained to work without  
16 supervision in a fenced facility other than a farm, and to  
17 deter or detain unauthorized persons found within the facility.

18 "Probationary status" means the 12-month period following  
19 a series of violations of this Act during which any further  
20 violation shall result in an automatic 12-month suspension of  
21 licensure.

22 "Seller" means a pet shop operator, dog dealer, or kennel  
23 operator who sells dogs to the public with or without charge or  
24 donation. "Seller" does not include an animal shelter, animal  
25 control facility, fostering home, or veterinary clinic or  
26 hospital.

1 (Source: P.A. 95-550, eff. 6-1-08.)

2 (225 ILCS 605/3.15)

3 Sec. 3.15. Disclosures for dogs and cats being sold ~~by pet~~  
4 ~~shops.~~

5 (a) For each cat or dog within the State offered for sale  
6 or exchange to any consumer, the following information shall be  
7 provided to the consumer prior ~~Prior~~ to the time of sale, every  
8 ~~pet shop operator must, to the best of his or her knowledge,~~  
9 ~~provide to the consumer the following information on any dog or~~  
10 ~~cat being offered for sale:~~

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

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

15 (3) The date and description ~~details~~ of any inoculation  
16 or medical treatment that the dog or cat received while  
17 under the possession of the pet shop operator.

18 (4) The name and business address of both the dog or  
19 cat breeder and the facility where the dog or cat was born.  
20 If the dog or cat breeder is located in the State, then the  
21 breeder's license number. If the dog or cat breeder also  
22 holds a license issued by the United States Department of  
23 Agriculture, the breeder's federal license ~~identification~~  
24 number.

25 (5) Any known congenital or hereditary diseases of the

1 parents of the dog or cat, or the parents' other offspring.

2 (6) If eligible for registration with a pedigree  
3 registry, then the name and registration numbers of the  
4 sire and dam and the address of the pedigree registry where  
5 the sire and dam are registered.

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

8 (8) The following written statement: "A copy of our  
9 policy regarding warranties, refunds, or returns is  
10 available upon request. Customers may, in addition to any  
11 other remedy that may be available, be entitled to a remedy  
12 under subsections (f) through (k) of Section 3.15 of the  
13 Animal Welfare Act.".

14 (9) If the seller is different from the breeder, the  
15 seller's ~~The pet shop operator's~~ license number issued by  
16 the Illinois Department of Agriculture, the United States  
17 Department of Agriculture, or both, if applicable.

18 (b) The information required in subsection (a) shall be  
19 provided to the customer in written form by the pet shop  
20 operator and shall have an acknowledgement of disclosures form,  
21 which must be signed by the customer and the seller ~~pet shop~~  
22 ~~operator~~ at the time of sale. The acknowledgement of  
23 disclosures form shall include the following:

24 (1) A blank space for the dated signature and printed  
25 name of the seller ~~pet shop operator~~, which shall be  
26 immediately beneath the following statement: "I hereby

1 attest that all of the above information is true and  
2 correct to the best of my knowledge.".

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

10 (c) A copy of the disclosures and the signed  
11 acknowledgement of disclosures form shall be provided to the  
12 customer at the time of sale and the original copy shall be  
13 maintained by the seller ~~pet shop operator~~ for a period of 2  
14 years from the date of sale. A copy of the seller's ~~pet store~~  
15 ~~operator's~~ policy regarding warranties, refunds, or returns  
16 shall be provided to the customer.

17 (d) A seller that is also a ~~A~~ pet shop operator shall post  
18 in a conspicuous place in writing on or near the cage of any  
19 dog or cat available for sale the information required by  
20 subsection (a) of this Section 3.15 at all times during which  
21 the cat or dog is being offered for sale within this State. A  
22 seller advertising any dog or cat for sale over the Internet  
23 shall provide the information required by subsection (a) of  
24 this Section, or a direct link to the information, on the  
25 webpage on which the animal for sale appears. A seller  
26 advertising any dog or cat through means other than the



1 Internet must disclose (i) the printed or typed name and  
2 address of the breeder of the animal; (ii) the breeder's state  
3 license number, United States Department of Agriculture  
4 license number, or both, as applicable; and if the seller is  
5 not also the breeder, the seller's license number issued by the  
6 Illinois Department of Agriculture, the United States  
7 Department of Agriculture, or both.

8 (e) If there is an outbreak of distemper, parvovirus, or  
9 any other contagious and potentially life-threatening disease  
10 affecting more than 2 dogs at a seller's pet shop or kennel  
11 within a 60-day period, then the seller shall provide each  
12 customer that purchases a dog during the outbreak and each  
13 customer who purchased a dog after the outbreak began, but  
14 before it was contained, with a written notice stating the  
15 nature of the outbreak, and shall notify the State Veterinarian  
16 of the outbreak within 2 business days after becoming aware  
17 that a third animal has contracted the disease.

18 (f) A customer who purchased a dog from a seller is  
19 entitled to a remedy under this Section if:

20 (1) within 21 days after the date of the sale, a  
21 licensed veterinarian states in writing that (i) the dog  
22 possesses a disease or illness that adversely affects the  
23 health of the dog and the disease existed in the dog on or  
24 before the date of delivery to the customer or (ii) the dog  
25 has died from a disease that existed in the dog on or  
26 before the date of delivery to the customer; or

1           (2) within one year after the date of sale, a licensed  
2           veterinarian states in writing that the dog (i) possesses a  
3           congenital or hereditary condition that adversely affects  
4           the health of the dog or requires either hospitalization or  
5           a non-elective surgical procedure or (ii) has died of a  
6           congenital or hereditary condition.

7           Internal or external parasites may not be considered to  
8           adversely affect the health of the dog unless the presence of  
9           the parasites makes the dog clinically ill.

10          The veterinarian's statement shall include:

11           (i) the customer's name and address;

12           (ii) a statement that the veterinarian examined the  
13           dog;

14           (iii) the date or dates that the dog was examined;

15           (iv) the breed and age of the dog, if known;

16           (v) a statement that the dog has or had a disease,  
17           illness, or congenital or hereditary condition that is  
18           subject to a remedy; and

19           (vi) the findings of the examination or necropsy,  
20           including lab results or copies of the results.

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

23           (1) return the dog to the seller for a full refund of  
24           the purchase price;

25           (2) exchange the dog for another dog of comparable  
26           value chosen by the customer; or

1           (3) retain the dog and be reimbursed for reasonable  
2           veterinary fees for diagnosis and treatment of the dog, not  
3           to exceed 3 times the purchase price of the dog.

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 seller 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 seller receives the veterinarian's statement under  
15           subsection (f) of this Section.

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

18           (1) notify the seller 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 for which the customer  
22           is seeking a remedy;

23           (2) provide to the seller a written statement provided  
24           under subsection (f) by a licensed veterinarian within 5  
25           business days after a diagnosis by the veterinarian;

26           (3) on the request of the seller, take the dog for an

1 examination by a second licensed veterinarian chosen by the  
2 customer, at the expense of the seller; and

3 (4) if the customer requests a reimbursement of  
4 reasonable veterinary fees, provide to the seller an  
5 itemized bill for the disease, illness, or congenital or  
6 hereditary condition of the dog for which the customer is  
7 seeking a remedy.

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

10 (1) the illness or death resulted from:

11 (A) maltreatment or neglect by the customer;

12 (B) an injury sustained after the delivery of the  
13 dog to the customer; or

14 (C) an illness or disease contracted after the  
15 delivery of the dog to the customer;

16 (2) the customer does not carry out the recommended  
17 treatment prescribed by the veterinarian who made the  
18 diagnosis;

19 (3) the illness, disease, or congenital or hereditary  
20 condition was revealed to the customer in writing at the  
21 time of purchase or prior to the time of purchase; or

22 (4) the customer does not return to the seller all  
23 documents provided to register the dog, unless such  
24 documents have already been sent to the registry  
25 organization.

26 (k) A seller may contest a remedy under this Section by

1 having the dog examined by a second licensed veterinarian at  
2 the expense of the seller if the dog is still living. If the  
3 dog is deceased, the seller may choose to have a second  
4 veterinarian review any records provided by the veterinarian  
5 who examined or treated the dog for the customer before its  
6 death.

7 If the customer and the seller have not reached an  
8 agreement within 10 business days after the examination of the  
9 medical records and the dog, if alive, or the dog's medical  
10 records, if deceased, by the second veterinarian, then:

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

13 (2) if the parties agree in writing, the parties may  
14 submit the dispute to binding arbitration.

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

19 (Source: P.A. 96-1470, eff. 1-1-11.)