

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 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.

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

20 (4) The name and business address of both the dog or  
21 cat breeder and the facility where the dog or cat was born.  
22 If the dog or cat breeder is located in the State, then the  
23 breeder's license number. If the dog or cat breeder also

1 holds a license issued by the United States Department of  
2 Agriculture, the breeder's federal license identification  
3 number.

4 (5) (Blank). ~~Any known congenital or hereditary~~  
5 ~~diseases of the parents of the dog or cat, or the parents'~~  
6 ~~other offspring.~~

7 (6) If eligible for registration with a pedigree  
8 registry, then the name and registration numbers of the  
9 sire and dam and the address of the pedigree registry where  
10 the sire and dam are registered.

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

13 (8) The following written statement: "A copy of our  
14 policy regarding warranties, refunds, or returns is  
15 available upon request. Customers may be entitled to a  
16 remedy under subsections (f) through (l) of this Section in  
17 addition to any other remedies available at law.".

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

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

26 (1) A blank space for the dated signature and printed

1 name of the pet shop operator, which shall be immediately  
2 beneath the following statement: "I hereby attest that all  
3 of the above information is true and correct to the best of  
4 my knowledge."

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

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

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

23 (e) If there is an outbreak of distemper, parvovirus, or  
24 any other contagious and potentially life-threatening disease,  
25 the pet shop operator shall notify the Department immediately  
26 upon becoming aware of the disease. If the Department issues a

1 quarantine, the pet shop operator shall notify, in writing and  
2 within 2 business days of the quarantine, each customer who  
3 purchased a dog or cat during the 2-week period prior to the  
4 outbreak and quarantine.

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

7 (1) within 21 days after the date of sale, a licensed  
8 veterinarian states in writing that (A) the dog or cat  
9 possesses a disease or illness that adversely affects the  
10 health of the dog or cat and the disease existed in the dog  
11 or cat on or before the date of delivery to the customer or  
12 (B) the dog or cat has died from a disease that existed in  
13 the dog or cat on or before the date of delivery to the  
14 customer; or

15 (2) within one year after the date of sale, a licensed  
16 veterinarian states in writing that the dog or cat  
17 possesses a congenital or hereditary condition that  
18 adversely affects the health of the dog or cat or requires  
19 either hospitalization or a non-elective surgical  
20 procedure or has died of a congenital or hereditary  
21 condition. Internal or external parasites may not be  
22 considered to adversely affect the health of the dog unless  
23 the presence of the parasites makes the dog or cat  
24 clinically ill. The veterinarian's statement shall  
25 include:

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

1           (B) a statement that the veterinarian examined the  
2           dog or cat;

3           (C) the date or dates that the dog or cat was  
4           examined;

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

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

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

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

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

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

17           (3) retain the dog or cat and be reimbursed for  
18           reasonable veterinary fees for diagnosis and treatment of  
19           the dog or cat, not to exceed 2 times the purchase price of  
20           the dog or cat; or

21           (4) if the dog or cat is deceased, be reimbursed for  
22           the full purchase price of the dog or cat plus reasonable  
23           veterinary fees associated with the diagnosis and  
24           treatment of the dog or cat, not to exceed 2 times the  
25           purchase price of the dog or cat.

26           For the purposes of this subsection (g), veterinary fees

1 shall be considered reasonable if (i) the services provided are  
2 appropriate for the diagnosis and treatment of the disease,  
3 illness, or congenital or hereditary condition and (ii) the  
4 cost of the services is comparable to that charged for similar  
5 services by other licensed veterinarians located in close  
6 proximity to the treating veterinarian.

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

12 (i) To obtain a remedy under this Section, a customer  
13 shall:

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

19 (2) provide to the pet shop a written statement  
20 provided for under subsection (f) of this Section by a  
21 licensed veterinarian within 5 business days after a  
22 diagnosis by the veterinarian;

23 (3) upon request of the pet shop, take the dog or cat  
24 for an examination by a second licensed veterinarian; the  
25 customer may either choose the second licensed  
26 veterinarian or allow the pet shop to choose the second

1 veterinarian, if the pet shop agrees to do so. The party  
2 choosing the second veterinarian shall assume the cost of  
3 the resulting examination; and

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

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

11 (1) the illness or death resulted from: (A)  
12 maltreatment or neglect by the customer; (B) an injury  
13 sustained after the delivery of the dog or cat to the  
14 customer; or (C) an illness or disease contracted after the  
15 delivery of the dog or cat to the customer;

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

19 (3) the customer does not return to the pet shop all  
20 documents provided to register the dog or cat, unless the  
21 documents have already been sent to the registry  
22 organization.

23 (k) A pet shop may contest a remedy under this Section by  
24 having the dog or cat examined by a second licensed  
25 veterinarian pursuant to paragraph (3) of subsection (i) of  
26 this Section if the dog or cat is still living. If the dog or

1 cat is deceased, the pet shop may choose to have the second  
2 veterinarian review any records provided by the veterinarian  
3 who examined or treated the dog or cat for the customer before  
4 its death.

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

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

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

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

18 (1) This Section shall not apply to any adoption of dogs or  
19 cats, including those in which a pet shop or other organization  
20 rents or donates space to facilitate the adoption.

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