



Sen. Dan Kotowski

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1 AMENDMENT TO SENATE BILL 1639

2 AMENDMENT NO. _____. Amend Senate Bill 1639 by replacing
3 everything after the enacting clause with the following:

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

1 shall not be considered a pet shop operator under this Act, and
2 a veterinary hospital or clinic operated by a veterinarian or
3 veterinarians licensed under the Veterinary Medicine and
4 Surgery Practice Act of 2004 shall not be considered a pet shop
5 operator under this Act.

6 "Dog dealer" means any person who sells, offers to sell,
7 exchange, or offers for adoption with or without charge or
8 donation dogs in this State. However, a person who sells only
9 dogs that he has produced and raised shall not be considered a
10 dog dealer under this Act, and a veterinary hospital or clinic
11 operated by a veterinarian or veterinarians licensed under the
12 Veterinary Medicine and Surgery Practice Act of 2004 shall not
13 be considered a dog dealer under this Act.

14 "Secretary of Agriculture" or "Secretary" means the
15 Secretary of Agriculture of the United States Department of
16 Agriculture.

17 "Person" means any person, firm, corporation, partnership,
18 association or other legal entity, any public or private
19 institution, the State of Illinois, or any municipal
20 corporation or political subdivision of the State.

21 "Kennel operator" means any person who operates an
22 establishment, other than an animal control facility,
23 veterinary hospital, or animal shelter, where dogs or dogs and
24 cats are maintained for boarding, training or similar purposes
25 for a fee or compensation; or who sells, offers to sell,
26 exchange, or offers for adoption with or without charge dogs or

1 dogs and cats which he has produced and raised. A person who
2 owns, has possession of, or harbors 5 or less females capable
3 of reproduction shall not be considered a kennel operator.

4 "Cattery operator" means any person who operates an
5 establishment, other than an animal control facility or animal
6 shelter, where cats are maintained for boarding, training or
7 similar purposes for a fee or compensation; or who sells,
8 offers to sell, exchange, or offers for adoption with or
9 without charges cats which he has produced and raised. A person
10 who owns, has possession of, or harbors 5 or less females
11 capable of reproduction shall not be considered a cattery
12 operator.

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

23 "Animal shelter" means a facility operated, owned, or
24 maintained by a duly incorporated humane society, animal
25 welfare society, or other non-profit organization for the
26 purpose of providing for and promoting the welfare, protection,

1 and humane treatment of animals. "Animal shelter" also means
2 any veterinary hospital or clinic operated by a veterinarian or
3 veterinarians licensed under the Veterinary Medicine and
4 Surgery Practice Act of 2004 which operates for the above
5 mentioned purpose in addition to its customary purposes.

6 "Foster home" means an entity that accepts the
7 responsibility for stewardship of animals that are the
8 obligation of an animal shelter, not to exceed 4 animals at any
9 given time. Permits to operate as a "foster home" shall be
10 issued through the animal shelter.

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

16 "Guard dog" means a type of dog used primarily for the
17 purpose of defending, patrolling, or protecting property or
18 life at a commercial establishment other than a farm. "Guard
19 dog" does not include stock dogs used primarily for handling
20 and controlling livestock or farm animals, nor does it include
21 personally owned pets that also provide security.

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

25 "Probationary status" means the 12-month period following
26 a series of violations of this Act during which any further

1 violation shall result in an automatic 12-month suspension of
2 licensure.

3 "Seller" means a pet shop operator, dog dealer, or kennel
4 operator who sells dogs or cats to the public with or without
5 charge or donation. "Seller" does not include an animal
6 shelter, animal control facility, fostering home, or
7 veterinary clinic or hospital.

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

9 (225 ILCS 605/3.15)

10 Sec. 3.15. Disclosures for dogs and cats being sold ~~by pet~~
11 ~~shops.~~

12 (a) For each cat or dog within the State offered for sale
13 or exchange to any consumer, the following information shall be
14 provided to the consumer prior ~~Prior to the time of sale, every~~
15 ~~pet shop operator must, to the best of his or her knowledge,~~
16 ~~provide to the consumer the following information on any dog or~~
17 ~~cat being offered for sale:~~

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

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

22 (3) The date and description ~~details~~ of any inoculation
23 or medical treatment that the dog or cat received while
24 under the possession of the seller ~~pet shop operator.~~

25 (4) The name and business address of both the dog or

1 cat breeder and the facility where the dog or cat was born.
2 If the dog or cat breeder is located in the State, then the
3 breeder's license number. If the dog or cat breeder also
4 holds a license issued by the United States Department of
5 Agriculture, the breeder's federal license identification
6 number.

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

9 (5) ~~(6)~~ If eligible for registration with a pedigree
10 registry, then the name and registration numbers of the
11 sire and dam and the address of the pedigree registry where
12 the sire and dam are registered.

13 (6) ~~(7)~~ If the dog or cat was returned by a customer,
14 then the date and reason for the return.

15 (7) ~~(8)~~ The following written statement: "A copy of our
16 policy regarding warranties, refunds, or returns is
17 available upon request. Customers may, in addition to any
18 other remedy that may be available, be entitled to a remedy
19 under subsections (f) through (k) of Section 3.15 of the
20 Animal Welfare Act."

21 (8) If the seller is different from the breeder, the
22 seller's ~~(9) The pet shop operator's~~ license number issued
23 by the Illinois Department of Agriculture, the United
24 States Department of Agriculture, or both, if applicable.

25 (b) The information required in subsection (a) shall be
26 provided to the customer in written form by the pet shop

1 operator and shall have an acknowledgement of disclosures form,
2 which must be signed by the customer and the seller ~~pet shop~~
3 ~~operator~~ at the time of sale. The acknowledgement of
4 disclosures form shall include the following:

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

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

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

24 (d) A seller that is also a ~~A~~ pet shop operator shall post
25 in a conspicuous place in writing on or near the cage of any
26 dog or cat available for sale the information required by

1 subsection (a) of this Section 3.15 at all times during which
2 the cat or dog is being offered for sale within this State. A
3 seller advertising any dog or cat for sale over the Internet
4 shall provide the information required by subsection (a) of
5 this Section, or a direct link to the information, on the
6 webpage on which the animal for sale appears. A seller
7 advertising any dog or cat through means other than the
8 Internet must disclose (i) the printed or typed name and
9 address of the breeder of the animal; (ii) the breeder's state
10 license number, United States Department of Agriculture
11 license number, or both, as applicable; and if the seller is
12 not also the breeder, the seller's license number issued by the
13 Illinois Department of Agriculture, the United States
14 Department of Agriculture, or both.

15 (e) If there is an outbreak of distemper, parvovirus, or
16 any other contagious and potentially life-threatening disease
17 at a seller's pet shop or kennel, then the seller shall notify
18 the Department immediately upon becoming aware that a dog or
19 cat has contracted the disease. If the Department issues a
20 quarantine, the seller must notify, in writing and within 2
21 business days of the quarantine, each customer who purchased a
22 dog or cat during the 3-week period prior to the diagnosis and
23 quarantine.

24 (f) A customer who purchased a dog or cat from a seller is
25 entitled to a remedy under this Section if:

26 (1) within 21 days after the date of the sale, a

1 licensed veterinarian states in writing that (i) the dog or
2 cat possesses a disease or illness that adversely affects
3 the health of the dog or cat and the disease existed in the
4 dog or cat on or before the date of delivery to the
5 customer or (ii) the dog or cat has died from a disease
6 that existed in the dog or cat on or before the date of
7 delivery to the customer; or

8 (2) within one year after the date of sale, a licensed
9 veterinarian states in writing that the dog or cat (i)
10 possesses a congenital or hereditary condition that
11 adversely affects the health of the dog or cat or requires
12 either hospitalization or a non-elective surgical
13 procedure or (ii) has died of a congenital or hereditary
14 condition.

15 Internal or external parasites may not be considered to
16 adversely affect the health of the dog or cat unless the
17 presence of the parasites makes the dog or cat clinically ill.

18 The veterinarian's statement shall include:

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

20 (ii) a statement that the veterinarian examined the dog
21 or cat;

22 (iii) the date or dates that the dog or cat was
23 examined;

24 (iv) the breed and age of the dog or cat, if known;

25 (v) a statement that the dog or cat has or had a
26 disease, illness, or congenital or hereditary condition

1 that is subject to a remedy; and

2 (vi) the findings of the examination or necropsy,
3 including lab results or copies of the results.

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

6 (1) return the dog or cat to the seller for a full
7 refund of the purchase price;

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

10 (3) retain the dog or cat and be reimbursed for
11 reasonable veterinary fees for diagnosis and treatment of
12 the dog or cat, not to exceed 2 times the purchase price of
13 the dog or cat.

14 For the purposes of this subsection (g), veterinary fees
15 shall be considered reasonable if (i) the services provided are
16 appropriate for the diagnosis and treatment of the disease,
17 illness, or congenital or hereditary condition and (ii) the
18 cost of the services is comparable to that charged for similar
19 services by other licensed veterinarians located in close
20 proximity to the treating veterinarian.

21 (h) Unless the seller contests a reimbursement required
22 under subsection (g) of this Section, the reimbursement shall
23 be made to the customer no later than 10 business days after
24 the seller receives the veterinarian's statement under
25 subsection (f) of this Section.

26 (i) To obtain a remedy under this Section, a customer

1 shall:

2 (1) notify the seller as soon as reasonably possible
3 and not to exceed 3 business days after a diagnosis by a
4 licensed veterinarian of a disease, illness, or congenital
5 or hereditary condition of the dog or cat for which the
6 customer is seeking a remedy;

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

10 (3) on the request of the seller, take the dog or cat
11 for an examination by a second licensed veterinarian chosen
12 by the customer, at the expense of the seller; and

13 (4) if the customer requests a reimbursement of
14 reasonable veterinary fees, provide to the seller an
15 itemized bill for the disease, illness, or congenital or
16 hereditary condition of the dog or cat for which the
17 customer is seeking a remedy.

18 (j) A customer is not entitled to a remedy under this

19 Section if:

20 (1) the illness or death resulted from:

21 (A) maltreatment or neglect by the customer;

22 (B) an injury sustained after the delivery of the
23 dog or cat to the customer; or

24 (C) an illness or disease contracted after the
25 delivery of the dog or cat to the customer;

26 (2) the customer does not carry out the recommended

1 treatment prescribed by the veterinarian who made the
2 diagnosis; or

3 (3) the customer does not return to the seller all
4 documents provided to register the dog or cat, unless such
5 documents have already been sent to the registry
6 organization.

7 (k) A seller may contest a remedy under this Section by
8 having the dog or cat examined by a second licensed
9 veterinarian at the expense of the seller if the dog or cat is
10 still living. If the dog or cat is deceased, the seller may
11 choose to have a second veterinarian review any records
12 provided by the veterinarian who examined or treated the dog or
13 cat for the customer before its death.

14 If the customer and the seller have not reached an
15 agreement within 10 business days after the examination of the
16 medical records and the dog or cat, if alive, or the dog's or
17 cat's medical records, if deceased, by the second veterinarian,
18 then:

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

21 (2) if the seller and the customer agree in writing,
22 they may submit the dispute to binding arbitration.

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

1 (1) This Section shall not apply to organizations or
2 individuals who only rent or donate space to facilitate the
3 adoption of dogs and cats or those locations where dogs and
4 cats are obtained by adoption.

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