

AN ACT concerning regulation.

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

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

(225 ILCS 605/3.15)

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

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

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

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

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

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

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

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

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

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

(8) ~~The following written statement: "A copy of the pet shop's~~ our policy regarding warranties, refunds, or returns ~~is available upon request."~~ and an explanation of the remedy under subsections (f) through (m) of this Section in addition to any other remedies available at law.

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

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

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

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

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

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

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

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

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

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

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

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

(A) the customer's name and address;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

veterinarian or allow the pet shop to choose the second veterinarian, if the pet shop agrees to do so. The party choosing the second veterinarian shall assume the cost of the resulting examination; and

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

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

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

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

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

(k) A pet shop may contest a remedy under this Section by having the dog or cat examined by a second licensed veterinarian pursuant to paragraph (3) of subsection (i) of

this Section if the dog or cat is still living. If the dog or cat is deceased, the pet shop may choose to have the second veterinarian review any records provided by the veterinarian who examined or treated the dog or cat for the customer before its death.

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

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

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

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

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

(m) If a pet shop offers its own warranty on a pet, a customer may choose to waive the remedies provided under subsection (f) of this Section in favor of choosing the warranty provided by the pet shop. If a customer waives the rights provided by subsection (f), the only remedies available

to the customer are those provided by the pet shop's warranty. For the statement to be an effective waiver of the customer's right to refund or exchange the animal under subsection (f), the pet shop must provide, in writing, a statement of the remedy under subsection (f) that the customer is waiving as well as a written copy of the pet shop's warranty. For the statement to be an effective waiver of the customer's right to refund or exchange the animal under subsection (f), it shall be substantially similar to the following language:

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

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