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# A BILL FOR AN ACT

RELATING TO ANIMALS.

**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:**

1 SECTION 1. The Hawaii Revised Statutes is amended by  
2 adding a new chapter to be appropriately designated and to read  
3 as follows:

4 "CHAPTER

5 PET PROTECTION ACT

6 PART I. PET DEALER WARRANTIES

7 § -1 **Applicability of this part.** (a) Every pet dealer  
8 of dogs and cats shall conform to this part. As used in this  
9 part, unless the context otherwise indicates:

10 "Pet dealer" means a person engaging in the business of  
11 selling dogs or cats, or both, at retail. Separate sales of  
12 dogs or cats from a single litter shall constitute only one  
13 sale. This definition does not apply to any person, firm,  
14 partnership, corporation, or other association, that breeds or  
15 rears dogs on the premises of the person, firm, partnership,  
16 corporation, or other association, that has sold, transferred,  
17 or given away fewer than fifty dogs in the preceding year.



1 "Purchaser" means a person who purchases a dog or cat from  
2 a pet dealer without the intent to resell the animal.

3 (b) This part shall not apply to dog breeders regulated  
4 under part II or to publicly operated pounds, humane societies,  
5 or privately operated rescue organizations.

6 § -2 **Transport of dog or cat from common carrier.** Every  
7 pet dealer receiving dogs or cats from a common carrier shall  
8 transport, or have transported, dogs and cats from the carrier's  
9 premises within four hours after receipt of telephone  
10 notification by the carrier of the completion of shipment and  
11 arrival of the animal at the carrier's point of destination.

12 § -3 **Examination of dog or cat for sickness.** All dogs  
13 or cats received by a retail dealer, prior to being placed with  
14 other dogs or cats, shall be examined for sickness. Any dog or  
15 cat found to be afflicted with a contagious disease shall be  
16 kept caged separately from healthy animals.

17 § -4 **Spaying, neutering, and license law information.**  
18 Every pet dealer shall provide to the purchaser of each dog or  
19 cat at the time of sale, written material, in a form determined  
20 by the pet dealer, information on the benefits of spaying and  
21 neutering. The written material shall include recommendations  
22 on establishing a relationship with a veterinarian, information



1 on early-age spaying and neutering, the health benefits  
2 associated with spaying and neutering pets, the importance of  
3 minimizing the risk of homeless or unwanted animals, and the  
4 need to comply with applicable license laws.

5 § -5 **Medical history information.** (a) Every pet dealer  
6 shall provide to the purchaser of each dog and cat at the time  
7 of sale a written statement in a standardized form prescribed by  
8 the department of commerce and consumer affairs containing the  
9 following information:

10 (1) For cats:

11 (A) The breeder's and broker's name and address, if  
12 known, or if not known, the source of the cat;

13 (B) The date of the cat's birth, unless unknown  
14 because of the source of the cat and the date the  
15 dealer received the cat;

16 (C) A record of the immunizations and worming  
17 treatments administered, if any, to the cat as of  
18 the time of sale, including the dates of  
19 administration and the type of vaccine or worming  
20 treatment; and

21 (D) A record of any known disease or sickness that  
22 the cat is afflicted with at the time of sale.



1           In addition, this information shall also be  
2           orally disclosed to the purchaser.

3           (2) For dogs:

4           (A) The breeder's name and address, if known, or if  
5           not known, the source of the dog;

6           (B) The date of the dog's birth, and the date the  
7           dealer received the dog. If the dog is not  
8           advertised or sold as purebred, registered, or  
9           registerable, the date of birth may be  
10          approximated if not known by the seller;

11          (C) The breed, sex, color, and identifying marks at  
12          the time of sale, if any. If the breed is  
13          unknown or mixed, the record shall so indicate;

14          (D) If the dog is being sold as being capable of  
15          registration, the names and registration numbers  
16          of the sire and dam, and the litter number, if  
17          known;

18          (E) A record of inoculations and worming treatments  
19          administered, if any, to the dog as of the time  
20          of sale, including dates of administration and  
21          the type of vaccine or worming treatment; and



- 1 (F) A record of any veterinarian treatment or
- 2 medication received by the dog while in the
- 3 possession of the pet dealer and either of the
- 4 following:
- 5 (i) A statement, signed by the pet dealer at the
- 6 time of sale, stating that the dog has
- 7 neither a known disease or illness nor a
- 8 known congenital or hereditary condition
- 9 that adversely affects the health of the dog
- 10 at the time of the sale or that is likely to
- 11 adversely affect the health of the dog in
- 12 the future; or
- 13 (ii) A record of any known disease, illness, and
- 14 any congenital or hereditary condition that
- 15 adversely affects the health of the dog at
- 16 the time of sale, or is likely to adversely
- 17 affect the health of the dog in the future,
- 18 along with a statement signed by a
- 19 veterinarian licensed in the State that
- 20 authorizes the sale of the dog, recommends
- 21 necessary treatment, if any, and verifies
- 22 that the disease, illness, or condition does



1 not require hospitalization or nonelective  
2 surgical procedures, nor is it likely to  
3 require hospitalization or nonelective  
4 surgical procedures in the future. A  
5 veterinarian statement is not required for  
6 intestinal or external parasites unless  
7 their presence makes the dog clinically ill  
8 or is likely to make the dog clinically ill.  
9 The statement shall be valid for seven days  
10 following examination of the dog by the  
11 veterinarian.

12 (b) For the purpose of this part, "nonelective surgical  
13 procedure" means a surgical procedure that is necessary to  
14 preserve or restore the health of the dog, to prevent the dog  
15 from experiencing pain or discomfort, or to correct a condition  
16 that would interfere with the dog's ability to walk, run, jump,  
17 or otherwise function in a normal manner.

18 (c) For the purposes of this part, "clinically ill" means  
19 an illness that is apparent to a veterinarian based on  
20 observation, examination, or testing of the dog, or upon a  
21 review of the medical records relating to the dog.



1 (d) A disclosure made pursuant to subsection (a)(2) shall  
2 be signed by both the pet dealer certifying the accuracy of the  
3 statement, and the purchaser of the dog acknowledging receipt of  
4 the statement. In addition, all medical information required to  
5 be disclosed pursuant to subsection (a)(2) shall be made orally  
6 to the purchaser.

7 (e) For purposes of this part, a disease, illness, or  
8 congenital or hereditary condition that adversely affects the  
9 health of a dog at the time of sale or is likely to adversely  
10 affect the health of the dog in the future shall be one that is  
11 apparent at the time of sale or that should have been known by  
12 the pet dealer from the history of veterinary treatment  
13 disclosed pursuant to this section.

14 § -6 **Retention of written records relating to dogs and**  
15 **cats.** A pet dealer shall maintain a written record on the  
16 health, status, and disposition of each dog and each cat for a  
17 period of not less than one year after disposition of the dog or  
18 cat. The record shall also contain all of the information  
19 required to be disclosed pursuant to sections -5 and -21.  
20 Those records shall be available to humane society officers,  
21 animal control officers, and law enforcement officers for  
22 inspection during normal business hours.



1           §   **-7 Penalties for violation of part.** Except as  
2 otherwise specified in this part, any person violating any  
3 provision of this part other than section       -18 shall be  
4 subject to a civil penalty of up to \$1,000 per violation. Funds  
5 shall be deposited into the compliance resolution fund and shall  
6 be used to assist in the return of lost dogs and cats to their  
7 owners.

8           §   **-8 Unlawful practices by pet dealer relating to dogs**  
9 **and cats.** (a) It shall be unlawful for a pet dealer to fail to  
10 do any of the following:

- 11           (1) Maintain facilities where the dogs are kept in a  
12               sanitary condition;
- 13           (2) Provide dogs with adequate nutrition and potable  
14               water;
- 15           (3) Provide adequate space appropriate to the age, size,  
16               weight, and breed of dog. Adequate space means  
17               sufficient space for the dog to stand up, sit down,  
18               and turn about freely using normal body movements,  
19               without the head touching the top of the cage, and to  
20               lie in a natural position;





- 1 (4) Provide dogs housed on wire flooring with a rest
- 2 board, floormat, or similar device that can be
- 3 maintained in a sanitary condition;
- 4 (5) Provide dogs with adequate socialization and exercise.
- 5 For the purpose of this part, "socialization" means
- 6 physical contact with other dogs or with human beings;
- 7 (6) Wash hands before and after handling each infectious
- 8 or contagious dog;
- 9 (7) Maintain either of the following:
- 10 (A) A fire alarm system that is connected to a
- 11 central reporting station that alerts the local
- 12 fire department in case of fire; or
- 13 (B) Maintain a fire suppression sprinkler system;
- 14 (8) Provide veterinary care without delay when necessary;
- 15 (9) Be bonded with a surety company duly authorized to
- 16 transact business within the State; provided that the
- 17 bond shall be filed with the director; and
- 18 (10) Microchip and license each dog and cat prior to sale.
- 19 (b) A pet dealer shall not be in possession of a dog that
- 20 is less than eight weeks old.

21 § -9 **Statement by veterinarian on the health of a dog.**

- 22 (a) If a licensed veterinarian states in writing that within



1 fifteen days after the purchaser has taken physical possession  
2 of the dog after the sale by a pet dealer, the dog has become  
3 ill due to any illness that existed in the dog on or before  
4 delivery of the dog to the purchaser, or, if within one year  
5 after the purchaser has taken physical possession of the dog  
6 after the sale, a veterinarian licensed in this State, states in  
7 writing that the dog has a congenital or hereditary condition  
8 that adversely affects the health of the dog, or that requires,  
9 or is likely in the future to require, hospitalization or  
10 nonelective surgical procedures, the dog shall be considered  
11 unfit for sale, and the pet dealer shall provide the purchaser  
12 with any of the following remedies that the purchaser elects:

13 (1) Return the dog to the pet dealer for a refund of the  
14 purchase price, and reimbursement for reasonable  
15 veterinary fees for diagnosis and treating the dog in  
16 an amount not to exceed the original purchase price of  
17 the dog;

18 (2) Exchange the dog for a dog of the purchaser's choice  
19 of equivalent value, providing a replacement dog is  
20 available, and reimbursement for reasonable veterinary  
21 fees for diagnosis and treating the dog in an amount



1 not to exceed the original purchase price of the dog;  
2 or

3 (3) Retain the dog, and reimbursement for reasonable  
4 veterinary fees for diagnosis and treating the dog in  
5 an amount not to exceed one hundred and fifty per cent  
6 of the original purchase price of the dog.

7 (b) If the dog has died, regardless of the date of the  
8 death of the dog, the purchaser has the right to obtain a refund  
9 for the purchase price of the dog or a replacement dog of  
10 equivalent value of the purchaser's choice and reimbursement for  
11 reasonable veterinary fees in diagnosis and treatment of the dog  
12 in an amount not to exceed the original purchase price of the  
13 dog, if either of the following conditions exist:

14 (1) A veterinarian, licensed in this State, states in  
15 writing that the dog has died due to an illness or  
16 disease that existed within fifteen days after the  
17 purchaser obtained physical possession of the dog  
18 after the sale by a pet dealer; or

19 (2) A veterinarian, licensed in this State, states in  
20 writing that the dog has died due to a congenital or  
21 hereditary condition that was diagnosed by the  
22 veterinarian within one year after the purchaser



1           obtained physical possession of the dog after the sale  
2           by a pet dealer.

3           §   -10   **Rebuttable presumption of animal's pre-existing**

4 **illness.** (a) There shall be a rebuttable presumption that an  
5 illness existed at the time of sale if the animal dies within  
6 fifteen days of delivery to the purchaser.

7           (b). For purposes of section     -9, a finding by a  
8 veterinarian of intestinal or external parasites shall not be  
9 grounds for declaring a dog unfit for sale unless their presence  
10 makes the dog clinically ill or is likely to make the dog  
11 clinically ill.

12           (c) For purposes of section     -9, the value of veterinary  
13 services shall be deemed reasonable if the services rendered are  
14 appropriate for the diagnosis and treatment of illness or  
15 congenital or hereditary condition, made by the veterinarian and  
16 the value of similar services is comparable to the value of  
17 similar services rendered by other licensed veterinarians in  
18 proximity to the treating veterinarian.

19           §   -11   **Dog purchaser's requirements to obtain remedies.**

20 To obtain the remedies provided for in section     -9, the  
21 purchaser shall substantially comply with all of the following  
22 requirements:



- 1           (1) Notify the pet dealer as soon as possible but not more  
2           than five days after the diagnosis by a veterinarian  
3           licensed in this State of a medical or health problem,  
4           including a congenital or hereditary condition and of  
5           the name and telephone number of the veterinarian  
6           providing the diagnosis;
- 7           (2) Return the dog to the pet dealer, in the case of  
8           illness, along with a written statement from a  
9           veterinarian licensed in this State, stating the dog  
10          to be unfit for purchase due to illness, a congenital  
11          or hereditary condition, or the presence of symptoms  
12          of a contagious or infectious disease, that existed on  
13          or before delivery of the dog to the purchaser, and  
14          that adversely affects the health of the dog. The  
15          purchaser shall return the dog along with a copy of  
16          the veterinarian's statement as soon as possible but  
17          not more than five days after receipt of the  
18          veterinarian's statement; and
- 19          (3) Provide the pet dealer, in the event of death, with a  
20          written statement from a veterinarian licensed in this  
21          State stating that the dog died from an illness that  
22          existed on or before the delivery of the dog to the



1 purchaser. The presentation of the statement shall be  
2 sufficient proof to claim reimbursement or replacement  
3 and the return of the deceased dog to the pet dealer  
4 shall not be required.

5 § -12 **Disqualification of remedies.** Notwithstanding  
6 section -9, no refund, replacement, or reimbursement of  
7 veterinary fees shall be made if any of the following conditions  
8 exist:

- 9 (1) The illness or death resulted from maltreatment or  
10 neglect or from an injury sustained or an illness  
11 contracted subsequent to the delivery of the dog to  
12 the purchaser; or
- 13 (2) The purchaser fails to carry out the recommended  
14 treatment prescribed by the examining veterinarian who  
15 made the initial diagnosis. However, this paragraph  
16 shall not apply if the cost for the treatment together  
17 with the veterinarian's fee for the diagnosis would  
18 exceed the purchase price of the dog;
- 19 (3) A veterinarian's statement was provided to the  
20 purchaser pursuant to section -5 that disclosed the  
21 disease, illness, or condition for which the purchaser  
22 seeks to return the dog. However, this paragraph



1 shall not apply if, within one year after the  
 2 purchaser took physical possession of the dog, a  
 3 veterinarian licensed in this State, states in writing  
 4 that the disease, illness, or condition requires, or  
 5 is likely in the future to require, hospitalization or  
 6 nonelective surgical procedures or that the disease,  
 7 illness, or condition resulted in the death of the  
 8 dog; or

9 (4) The purchaser refuses to return to the pet dealer all  
 10 documents previously provided to the purchaser for the  
 11 purpose of registering the dog. This section shall  
 12 not apply if the purchaser signs a written statement  
 13 certifying that the documents have been inadvertently  
 14 lost or destroyed.

15 **§ -13 Required contents of veterinarian's statement**

16 **regarding dog.** (a) The veterinarian's statement pursuant to  
 17 section -9 shall contain the following information:

- 18 (1) The purchaser's name and address;
- 19 (2) The date or dates the dog was examined;
- 20 (3) The breed and age of the dog, if known;
- 21 (4) That the veterinarian examined the dog;



1           (5) That the dog has or had an illness described in this  
2           section that renders it unfit for purchase or resulted  
3           in its death; and

4           (6) The precise findings of the examination or necropsy,  
5           including laboratory results or copies of laboratory  
6           reports;

7           (b) If a refund for reasonable veterinary expenses is  
8           being requested, the veterinary statement shall be accompanied  
9           by an itemized bill of fees appropriate for the diagnosis and  
10          treatment of the illness or congenital or hereditary condition.

11          (c) Refunds and payment of reimbursable expenses provided  
12          for by section       -9 shall be paid, unless contested, by the pet  
13          dealer to the purchaser no later than ten business days  
14          following receipt of the veterinarian's statement required by  
15          section       -9 or, where applicable, no later than ten business  
16          days after the date on which the dog is returned to the pet  
17          dealer.

18          §   -14   **Examination of dog by pet dealer's veterinarian.**

19          (a) In the event that a pet dealer wishes to contest a demand  
20          for any of the remedies specified in section       -9, the dealer,  
21          except in the case of the death of the dog, may require the  
22          purchaser to produce the dog for examination by a licensed





1 veterinarian designated by the pet dealer. The pet dealer shall  
2 pay the cost of this examination.

3 (b) If the purchaser and the pet dealer are unable to  
4 reach an agreement within ten business days following receipt by  
5 the pet dealer of the veterinarian's statement pursuant to  
6 section -9, or following receipt of the dog for examination  
7 by a veterinarian designated by the pet dealer, whichever is  
8 later, the purchaser may initiate an action in a court of  
9 competent jurisdiction to resolve the dispute or the parties may  
10 submit to binding arbitration if mutually agreed upon by the  
11 parties in writing.

12 (c) The prevailing party in the dispute shall have the  
13 right to collect reasonable attorney's fees if the other party  
14 acted in bad faith in seeking or denying the requested remedy.

15 **§ -15 Dog purchasers to be provided with written notice**  
16 **of rights.** Every pet dealer that sells a dog shall provide the  
17 purchaser at the time of sale, and a prospective purchaser upon  
18 request, with a written notice of rights, setting forth the  
19 rights provided for under this section. The notice shall be  
20 contained in a separate document. The written notice of rights  
21 shall be in ten-point type. A copy of the written notice of  
22 rights shall be signed by the purchaser acknowledging that the



1 purchaser has reviewed the notice. The notice shall state the  
2 following:

3 "A STATEMENT OF HAWAII LAW GOVERNING THE SALE OF DOGS

4 The sale of dogs is subject to consumer protection  
5 regulations. In the event that a Hawaii licensed veterinarian  
6 states in writing that your dog is unfit for purchase because it  
7 became ill due to an illness or disease that existed within  
8 fifteen days following delivery to you, or within one year in  
9 the case of congenital or hereditary condition, you may choose  
10 one of the following:

11 (1) Return your dog and receive a refund of the purchase  
12 price, and receive reimbursement for reasonable  
13 veterinarian fees up to the cost of the dog;

14 (2) Return your dog and receive a dog of your choice of  
15 equivalent value, providing a replacement dog is  
16 available, and receive reimbursement for reasonable  
17 veterinarian fees up to the cost of the dog; or

18 (3) Keep the dog and receive reimbursement for reasonable  
19 veterinarian fees up to one hundred and fifty per cent  
20 of the original purchase price of the dog.

21 In the event your dog dies, you may receive a refund for  
22 the purchase price of the dog or a replacement dog of your



1 choice, of equivalent value, and reimbursement for reasonable  
2 veterinary fees for the diagnosis and treatment of the dog, if a  
3 veterinarian, licensed in this State, states in writing that the  
4 dog has died due to an illness or disease that existed within  
5 fifteen days after the purchaser obtained physical possession of  
6 the dog after the sale by a pet dealer, or states that the dog  
7 has died due to a congenital or hereditary condition that was  
8 diagnosed by the veterinarian within one year after the  
9 purchaser obtained physical possession of the dog after the sale  
10 by a pet dealer. These fees may not exceed the purchase price  
11 of the dog.

12 In order to exercise these rights, you must notify the pet  
13 dealer as quickly as possible but no later than five days after  
14 learning from your veterinarian that a problem exists. You must  
15 tell the pet dealer about the problem and give the pet dealer  
16 the name and telephone number of the veterinarian providing the  
17 diagnosis.

18 If you are making a claim, you must also present to the pet  
19 dealer a written veterinary statement, in a form prescribed by  
20 law, that the animal is unfit for purchase and an itemized  
21 statement of all veterinary fees related to the claim. This  
22 information must be presented to the pet dealer no later than



1 five days after you have received the written statement from the  
2 veterinarian.

3 In the event that the pet dealer wishes to contest the  
4 statement or the veterinarian's bill, the pet dealer may request  
5 that you produce the dog for examination by a licensed  
6 veterinarian of the pet dealer's choice. The pet dealer shall  
7 pay the cost of this examination.

8 In the event of death, the deceased dog need not be  
9 returned to the pet dealer if you submit a statement issued by a  
10 licensed veterinarian stating the cause of death.

11 If the parties cannot resolve the claim within ten business  
12 days following receipt of the veterinarian statement or the  
13 examination by the pet dealer's veterinarian, whichever event  
14 occurs later, you may file an action in a court of competent  
15 jurisdiction to resolve the dispute. If a party acts in bad  
16 faith, the other party may collect reasonable attorney's fees.  
17 If the pet dealer does not contest the matter, the pet dealer  
18 must make the refund or reimbursement no later than ten business  
19 days after receiving the veterinary certification.

20 If the pet dealer has represented your dog as registerable  
21 with a pedigree organization, the pet dealer shall provide you  
22 with the necessary papers to process the registration at the



1 time you received the dog. If the pet dealer fails to deliver  
2 the papers within the prescribed time limit, you are entitled to  
3 return the dog for a full refund of the purchase price or a  
4 refund of seventy-five per cent of the purchase price if you  
5 choose to keep the dog.

6 This statement is a summary of key provisions of the  
7 consumer remedies available. Hawaii law also provides  
8 safeguards to protect pet dealers from abuse. If you have any  
9 questions, obtain a copy of the complete relevant statutes.

10 This notice shall be contained in a separate document. The  
11 written notice shall be in ten-point type. The notice shall be  
12 signed by the purchaser acknowledging that the purchaser has  
13 reviewed the notice. The pet dealer shall permit persons to  
14 review the written notice upon request.

15 NOTE: This disclosure of rights is a summary of Hawaii  
16 law. The actual statutes are contained in part I of  
17 chapter , Hawaii Revised Statutes."

18 § -16 **Rights of purchaser cumulative.** Nothing in this  
19 article shall in any way limit the rights or remedies that are  
20 otherwise available to a consumer under any other law. Nor  
21 shall this article in any way limit the pet dealer and the  
22 purchaser from agreeing between themselves upon additional terms



1 and conditions that are not inconsistent with this part.

2 However, any agreement or contract by a purchaser to waive any  
3 rights under this part shall be void and shall be unenforceable.

4       §   -17   **Representation that a dog is a registered**

5 **pedigree; remedies for failure to document.** (a) No pet dealer  
6 shall state, promise, or represent to the purchaser, directly or  
7 indirectly, that a dog is registered or capable of being  
8 registered with an animal pedigree registry organization, unless  
9 the pet dealer provides the purchaser with the documents  
10 necessary for that registration at the time of sale of the dog;  
11 provided that international clubs shall have forty-five days  
12 following the date of the sale of the dog.

13       (b) In the event that a pet dealer fails to provide at the  
14 required time the documents necessary for registration at the  
15 required time in violation of subsection (a), the purchaser,  
16 upon written notice to the pet dealer, shall be entitled to  
17 retain the animal and receive a partial refund of seventy-five  
18 per cent of the purchase price or return the dog along with all  
19 documentation previously provided the purchaser for a full  
20 refund.

21       (c) The pet dealer shall not charge the purchaser for the  
22 documents necessary for registration.



1 (d) The purchaser shall notify the animal pedigree  
2 registry organization of any stolen or lost registrations.

3 § -18 **Sale of diseased dogs prohibited.** Except as  
4 provided for in section -5(a)(2), no pet dealer shall  
5 knowingly sell a dog that is diseased, ill, or has a condition,  
6 any one of which requires hospitalization or surgical  
7 procedures. In lieu of the civil penalties imposed pursuant to  
8 section -7, any pet dealer who violates this section shall be  
9 subject to a civil penalty of up to \$1,000, or shall be  
10 prohibited from selling dogs at retail for up to thirty days, or  
11 both. If there is a second offense, the pet dealer shall be  
12 subject to a civil penalty of up to \$2,500, or a prohibition  
13 from selling dogs at retail for up to ninety days, or both. For  
14 a third offense, the pet dealer shall be subject to a civil  
15 penalty of up to \$5,000 or a prohibition from selling dogs at  
16 retail for up to six months, or both. For a fourth and  
17 subsequent offense, the pet dealer shall be subject to a civil  
18 penalty of up to \$10,000 or a prohibition from selling dogs at  
19 retail for up to one year, or both. For purposes of this  
20 section, a violation that occurred over five years prior to the  
21 most recent violation shall not be considered.



1           §   **-19 Care of dog prior to sale.**   (a) No dog may be  
2 offered for sale by a pet dealer to a purchaser until the dog  
3 has been examined by a veterinarian licensed in this State.  
4 Each dog shall be examined within five days of receipt of the  
5 dog and once every fifteen days thereafter while the dog is in  
6 the possession or custody of the pet dealer. The pet dealer  
7 shall provide any sick dog with proper veterinary care without  
8 delay.

9           (b) Any dog diagnosed with a contagious or infectious  
10 disease, illness, or condition shall be caged separately from  
11 healthy dogs until a licensed veterinarian determines that the  
12 dog is free from contagion or infection. The area shall meet  
13 the following conditions when contagious or infectious dogs are  
14 present:

15           (1) The area shall not be used to house other healthy dogs  
16 or new arrivals awaiting the required veterinary  
17 examination;

18           (2) The area shall not be used for storing open food  
19 containers or bowls, dishes, or other utensils that  
20 come in contact with healthy dogs;

21           (3) The area shall have an exhaust fan that creates air  
22 movement from the isolation area to an area outside





1 the premises of the pet dealer. The removal of  
2 exhaust air from the isolation area may be  
3 accomplished by the use of existing heating and air-  
4 conditioning ducts, provided no exhaust air is  
5 permitted to enter or mix with fresh air for use by  
6 the general animal population; and

7 (4) Upon removal of all of the contagious or infectious  
8 dogs, the area shall be cleaned and disinfected before  
9 any healthy animal can be placed in the area.

10 (c) If the pet dealer's veterinarian deems the dog to be  
11 unfit for purchase due to a disease, illness, or congenital  
12 condition, any of which is fatal or that causes, or is likely to  
13 cause, the dog to unduly suffer, the veterinarian shall humanely  
14 euthanize the dog. The veterinarian shall provide the pet  
15 dealer with a written statement as to why the dog was  
16 euthanized. Otherwise, the pet dealer shall have a veterinarian  
17 treat the dog, or may surrender the dog to a humane organization  
18 that consents to the receipt.

19 (d) In the event a dog is returned to a pet dealer due to  
20 illness, disease, or a congenital or hereditary condition  
21 requiring veterinary care, the pet dealer shall provide the dog  
22 with proper veterinary care.



1           §    **-20 Notice of dog's origin.** Every retail dealer shall  
2 post conspicuously on the cage of each dog offered for sale a  
3 notice indicating the state where the dog was bred and brokered.

4           §    **-21 Required posting of notice for consumers.** (a)  
5 Every pet dealer shall post conspicuously within close proximity  
6 to the cages of dogs offered for sale, a notice containing the  
7 following language in one hundred-point type:

8           "Information on the source of these dogs, and veterinary  
9 treatments received by these dogs is available for review. You  
10 are entitled to a copy of a statement of consumer rights."

11           (b) Every pet dealer, upon request for information  
12 regarding a dog, shall make immediately available to prospective  
13 purchasers all of the information required to be disclosed to  
14 purchasers pursuant to sections       -5 and       -15.

15   **PART II. DOG BREEDER WARRANTIES**

16           §    **-31 Applicability of this part.** (a) Every breeder of  
17 dogs shall comply with this part. As used in this part, "dog  
18 breeder", or "breeder" means a person, firm, partnership,  
19 corporation, or other association that has sold, transferred, or  
20 given away all or part of three or more litters or twenty or  
21 more dogs during the preceding twelve months that were bred and



1 reared on the premises of the person, firm, partnership,  
2 corporation, or other association.

3 (b) For the purposes of this part, "purchaser" means any  
4 person who purchases a dog from a breeder.

5 (c) This part shall not apply to pet dealers regulated  
6 under part I, or to publicly operated pounds, humane societies,  
7 or privately operated rescue organizations.

8 § -32 **Medical history information.** (a) Every breeder  
9 of dogs shall provide to each purchaser of a dog a written  
10 disclosure containing all of the following:

- 11 (1) The breeder's name and address;
- 12 (2) The date of the dog's birth and the date the breeder  
13 received the dog. If the dog is not advertised or  
14 sold as purebred, registered, or registerable, the  
15 date of birth may be approximated if not known by the  
16 breeder;
- 17 (3) The breed, sex, color, and identifying marks at the  
18 time of sale, if any. If the breed is unknown or  
19 mixed, the record shall so indicate;
- 20 (4) If the dog is being sold as being capable of  
21 registration, the names and registration numbers of  
22 the sire and dam, and the litter number, if known;



- 1           (5) A record of inoculations and worming treatments  
2           administered, if any, to the dog as of the time of  
3           sale, including dates of administration and the type  
4           of vaccine or worming treatment; and
- 5           (6) A record of any veterinarian treatment or medication  
6           received by the dog while in the possession of the  
7           breeder and either of the following:
- 8           (A) A statement, signed by the breeder at the time of  
9           sale, that the dog has no known disease or  
10           illness and has no known congenital or hereditary  
11           condition that adversely affects the health of  
12           the dog at the time of the sale or that is likely  
13           to adversely affect the health of the dog in the  
14           future; or
- 15           (B) A record of any known disease, illness, or  
16           congenital or hereditary condition that adversely  
17           affects the health of the dog at the time of  
18           sale, or that is likely to affect the health of  
19           the dog in the future, along with a statement  
20           signed by a veterinarian licensed in the State  
21           that authorizes the sale of the dog, recommends  
22           necessary treatment, if any, and verifies that



1           the disease, illness, or condition does not  
2           require hospitalization or nonelective surgical  
3           procedures, nor is it likely to require  
4           hospitalization or nonelective surgical  
5           procedures in the future. A veterinarian  
6           statement is not required for intestinal or  
7           external parasites unless their presence makes  
8           the dog clinically ill or is likely to make the  
9           dog clinically ill. The statement shall be valid  
10          for seven days following examination of the dog  
11          by the veterinarian.

12          (b) The written disclosure made pursuant to this section  
13          shall be signed by both the breeder certifying the accuracy of  
14          the statement, and by the purchaser of the dog acknowledging  
15          receipt of the statement.

16          (c) In addition, all medical information required to be  
17          disclosed pursuant to this section shall be made orally by the  
18          breeder to the purchaser.

19          (d) For purposes of this part, a disease, illness, or  
20          congenital or hereditary condition that adversely affects the  
21          health of the dog at the time of sale, or is likely to adversely  
22          affect the health of the dog in the future, shall be one that is



1 apparent at the time of sale or that should have been known by  
2 the breeder from the history of veterinary treatment disclosed  
3 pursuant to this section.

4 (e) For the purpose of this part, "nonelective surgical  
5 procedure" means a surgical procedure that is necessary to  
6 preserve or restore the health of the dog, to prevent the dog  
7 from experiencing pain or discomfort, or to correct a condition  
8 that would otherwise interfere with the dog's ability to walk,  
9 run, jump, or otherwise function in a normal manner.

10 (f) For the purposes of this part, "clinically ill" means  
11 an illness that is apparent to a veterinarian based on  
12 observation, examination, or testing of the dog, or upon a  
13 review of the medical records relating to the dog.

14 § -33 **Retention of written records relating to dogs.** A  
15 breeder shall maintain a written record on the health, status,  
16 and disposition of each dog for a period of not less than one  
17 year after disposition of the dog. The record shall also  
18 include all of the information that the breeder is required to  
19 disclose pursuant to section -32.

20 § -34 **Sale of diseased dogs prohibited.** Except as  
21 provided for in section -32(a)(6), no breeder shall knowingly  
22 sell a dog that is diseased, ill, or has a condition, any one of



1 which that requires hospitalization or nonelective surgical  
2 procedures. In lieu of the civil penalties imposed pursuant to  
3 section -45, any breeder who violates this section shall be  
4 subject to a civil penalty of up to \$1,000, or shall be  
5 prohibited from selling dogs for up to thirty days, or both. If  
6 there is a second offense, the breeder shall be subject to a  
7 civil penalty of up to \$2,500, or a prohibition from selling  
8 dogs for up to ninety days, or both. For a third offense, the  
9 breeder shall be subject to a civil penalty of up to \$5,000, or  
10 a prohibition from selling dogs for up to six months, or both.  
11 For a fourth and subsequent offense, the breeder shall be  
12 subject to a civil penalty of up to \$10,000 or a prohibition  
13 from selling dogs for up to one year, or both. For the purpose  
14 of this section, a violation that occurred over five years prior  
15 to the most recent violation shall not be considered.

16 § -35 **Unlawful practices by dog breeder.** It shall be  
17 unlawful for a breeder to fail to do any of the following:

- 18 (1) Maintain facilities where the dogs are kept in a  
19 sanitary condition;
- 20 (2) Provide dogs with adequate nutrition and potable  
21 water;



1 (3) Provide adequate space appropriate to the age, size,  
2 weight, and breed of dog. For purposes of this  
3 paragraph, "adequate space" means sufficient space for  
4 the dog to stand up, sit down, and turn about freely  
5 using normal body movements, without the head touching  
6 the top of the cage, and to lie in a natural position;

7 (4) Provide dogs with a rest board, floormat, or similar  
8 device that can be maintained in a sanitary condition;

9 (5) Provide dogs with adequate socialization and exercise.  
10 For the purpose of this part, "socialization" means  
11 physical contact with other dogs and with human  
12 beings;

13 (6) Wash hands before and after handling each infectious  
14 or contagious dog; or

15 (7) Provide veterinary care without delay when necessary.

16 § -36 **Wire flooring prohibited.** It shall be unlawful  
17 for a breeder to primarily house a dog on wire flooring.

18 § -37 **Statement by veterinarian on the health of a dog.**

19 (a) If a licensed veterinarian states in writing that within  
20 fifteen days after the purchaser has taken physical possession  
21 of a dog following the sale by a breeder, the dog has become ill  
22 due to any illness or disease that existed in the dog on or





1 before delivery of the dog to the purchaser, or, if within one  
2 year after the purchaser has taken physical possession of the  
3 dog after the sale by a breeder, a veterinarian licensed in this  
4 State, states in writing that the dog has a congenital or  
5 hereditary condition that adversely affects the health of the  
6 dog, or that requires, or is likely in the future to require,  
7 hospitalization or nonelective surgical procedures, the dog  
8 shall be considered unfit for sale, and the breeder shall  
9 provide the purchaser with any of the following remedies that  
10 the purchaser elects:

- 11 (1) Return the dog to the breeder for a refund of the  
12 purchase price and reimbursement for reasonable  
13 veterinary fees for diagnosis and treating the dog in  
14 an amount not to exceed the original purchase price of  
15 the dog;
- 16 (2) Exchange the dog for a dog of the purchaser's choice  
17 of equivalent value, providing a replacement dog is  
18 available, and receive reimbursement for reasonable  
19 veterinary fees for diagnosis and treating the dog in  
20 an amount not to exceed the original purchase price of  
21 the dog; or



1           (3) Retain the dog, and receive reimbursement for  
2           reasonable veterinary fees for diagnosis and treating  
3           the dog in an amount not to exceed one hundred and  
4           fifty per cent of the original purchase price of the  
5           dog;

6           (b) If the dog has died, regardless of the date of death  
7           of the dog, obtain a refund for the purchase price of the dog,  
8           plus general excise tax, or a replacement dog of equivalent  
9           value of the purchaser's choice, and reimbursement for  
10          reasonable veterinary fees for diagnosis and treatment of the  
11          dog in an amount not to exceed the purchase price of the dog, if  
12          any of the following conditions exist:

13           (1) A veterinarian, licensed in this State, states in  
14           writing that the dog has died due to an illness or  
15           disease that existed within fifteen days after the  
16           purchaser obtained physical possession of the dog  
17           after the sale by a breeder; or

18           (2) A veterinarian, licensed in this State, states in  
19           writing that the dog has died due to a congenital or  
20           hereditary condition that was diagnosed by the  
21           veterinarian within one year after the purchaser



1           obtained physical possession of the dog after the sale  
2           by a breeder.

3           §   -38   **Rebuttable presumption of animal's pre-existing**

4 **illness.** (a) There shall be a rebuttable presumption that an  
5 illness existed at the time of sale if the animal dies within  
6 fifteen days of delivery to the purchaser.

7           (b) For purposes of section     -37, a finding by a  
8 veterinarian of intestinal or external parasites shall not be  
9 grounds for declaring a dog unfit for sale unless their presence  
10 makes the dog clinically ill or is likely to make the dog  
11 clinically ill.

12           (c) For purposes of section     -37, the value of  
13 veterinary services shall be deemed reasonable if the services  
14 rendered are appropriate for the diagnosis and treatment of  
15 illness or congenital or hereditary condition made by the  
16 veterinarian and the value of the services is comparable to the  
17 value of similar services rendered by other licensed  
18 veterinarians in proximity to the treating veterinarian.

19           §   -39   **Dog purchaser's requirements to obtain remedies.**

20 To obtain the remedies provided for in section     -37, the  
21 purchaser shall substantially comply with all of the following  
22 requirements:



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- 1           (1) Notify the breeder as soon as possible but no later  
2           than five days of the diagnosis by a veterinarian  
3           licensed in this State of a medical or health problem,  
4           including a congenital or hereditary condition and of  
5           the name and telephone number of the veterinarian  
6           providing the diagnosis;
- 7           (2) Return the dog to the breeder, in the case of illness  
8           or congenital or hereditary condition, along with a  
9           written statement from a veterinarian licensed in this  
10          State, stating the dog to be unfit for purchase due to  
11          illness, a congenital or hereditary condition, or the  
12          presence of symptoms of a contagious or infectious  
13          disease, that existed on or before delivery of the dog  
14          to the purchaser, and that adversely affects the  
15          health of the dog. The purchaser shall return the dog  
16          along with a copy of the veterinarian's statement as  
17          soon as possible but no later than five days of  
18          receipt of the veterinarian's statement; and
- 19          (3) Provide the breeder, in the event of death, with a  
20          written statement from a veterinarian licensed in this  
21          State stating that the dog died from an illness that  
22          existed on or before the delivery of the dog to the



1 purchaser. The presentation of the statement shall be  
2 sufficient proof to claim reimbursement or replacement  
3 and the return of the deceased dog to the breeder  
4 shall not be required.

5 **§ -40 Disqualification of remedies.** No refund,  
6 replacement, or reimbursement of veterinary fees shall be made  
7 under section -37 if any of the following conditions exist:

8 (1) The illness, condition, or death resulted from  
9 maltreatment or neglect or from an injury sustained or  
10 an illness or condition contracted subsequent to the  
11 delivery of the dog to the purchaser;

12 (2) The purchaser fails to carry out the recommended  
13 treatment prescribed by the examining veterinarian who  
14 made the initial diagnosis. However, this paragraph  
15 shall not apply if the cost for the treatment together  
16 with the veterinarian's fee for the diagnosis would  
17 exceed the purchase price of the dog;

18 (3) A veterinarian's statement was provided to the  
19 purchaser pursuant to section -32(a)(6)(B) that  
20 disclosed the disease, illness, or condition for which  
21 the purchaser seeks to return the dog. However, this  
22 paragraph shall not apply if, within one year after



1 the purchaser took physical possession of the dog, a  
2 veterinarian licensed in this State, states in writing  
3 that the disease, illness, or condition requires, or  
4 is likely in the future to require, hospitalization or  
5 nonelective surgical procedures or that the disease,  
6 illness, or condition resulted in the death of the  
7 dog; or

- 8 (4) The purchaser refuses to return to the breeder all  
9 documents previously provided to the purchaser for the  
10 purpose of registering the dog. This paragraph shall  
11 not apply if the purchaser signs a statement  
12 certifying that the documents have been inadvertently  
13 lost or destroyed.

14 **§ -41 Required contents of veterinarian's statement**

15 **regarding dog.** (a) The veterinarian's statement pursuant to  
16 section -37 shall contain all of the following information:

- 17 (1) The purchaser's name and address;  
18 (2) The date or dates the dog was examined;  
19 (3) The breed and age of the dog, if known;  
20 (4) That the veterinarian examined the dog;  
21 (5) That the dog has or had disease, illness, or a  
22 hereditary or congenital condition, as described in



1 section -32 that renders it unfit for purchase or  
2 resulted in its death; and

3 (6) The precise findings of the examination or necropsy,  
4 including laboratory results or copies of laboratory  
5 reports.

6 (b) If a refund for reasonable veterinary expenses is  
7 being requested, the veterinarian's statement shall be  
8 accompanied by an itemized bill of fees appropriate for the  
9 diagnosis and treatment of the illness or congenital or  
10 hereditary condition.

11 (c) Refunds and payment of reimbursable expenses provided  
12 for in section -37 shall be paid, unless contested, by the  
13 breeder to the purchaser no later than ten business days  
14 following receipt of the veterinarian's statement required by  
15 section -37 or, where applicable, no later than ten business  
16 days after the date on that the dog is returned to the breeder.

17 **§ -42 Examination of dog by dog breeder's veterinarian.**

18 (a) In the event that a breeder wishes to contest a demand for  
19 any of the remedies specified in section -37, the breeder,  
20 except in the case of the death of the dog, may require the  
21 purchaser to produce the dog for examination by a licensed



1 veterinarian designated by the breeder. The breeder shall pay  
2 the cost of this examination.

3 (b) If the purchaser and the breeder are unable to reach  
4 an agreement within ten business days following receipt by the  
5 breeder of the veterinarian's statement pursuant to section  
6 -37, or following receipt of the dog for examination by a  
7 veterinarian designated by the breeder, whichever is later, the  
8 purchaser may initiate an action in a court of competent  
9 jurisdiction to resolve the dispute or the parties may submit to  
10 binding arbitration if mutually agreed upon by the parties in  
11 writing.

12 (c) The prevailing party in the dispute shall have the  
13 right to collect reasonable attorney's fees if the other party  
14 acted in bad faith in seeking or denying the requested remedy.

15 **§ -43 Dog purchasers to be provided with written notice**  
16 **of rights.** Every breeder that sells a dog shall provide the  
17 purchaser at the time of sale, and a prospective purchaser upon  
18 request, with a written notice of rights, setting forth the  
19 rights provided for under this section. The notice shall be  
20 contained in a separate document. The written notice of rights  
21 shall be in ten-point type. A copy of the written notice of  
22 rights shall be signed by the purchaser acknowledging that the





1 purchaser has reviewed the notice. The notice shall state the  
2 following:

3 "A STATEMENT OF HAWAII LAW GOVERNING THE SALE OF DOGS

4 The sale of dogs is subject to consumer protection  
5 regulation. In the event that a Hawaii licensed veterinarian  
6 states in writing that your dog is unfit for purchase because it  
7 became ill due to an illness or disease that existed within  
8 fifteen days following delivery to you, or within one year in  
9 the case of congenital or hereditary condition, you may choose  
10 one of the following:

11 (1) Return your dog and receive a refund of the purchase  
12 price and receive reimbursement for reasonable  
13 veterinarian fees up to the cost of the dog;

14 (2) Return your dog and receive a dog of your choice of  
15 equivalent value, providing a replacement dog is  
16 available, and receive reimbursement for reasonable  
17 veterinarian fees up to the cost of the dog; or

18 (3) Keep the dog and receive reimbursement for reasonable  
19 veterinarian fees up to one hundred and fifty per cent  
20 of the original purchase price of the dog.

21 In the event your dog dies, you may receive a refund for  
22 the purchase price of the dog or a replacement dog of your



1 choice, of equivalent value, and reimbursement for reasonable  
2 veterinary fees for the diagnosis and treatment of the dog, if a  
3 veterinarian, licensed in this State, states in writing that the  
4 dog has died due to an illness or disease that existed within  
5 fifteen days after the purchaser obtained physical possession of  
6 the dog after the sale by a dog breeder, or states that the dog  
7 has died due to a congenital or hereditary condition that was  
8 diagnosed by the veterinarian within one year after the  
9 purchaser obtained physical possession of the dog after the sale  
10 by a dog breeder. These fees may not exceed the purchase price  
11 of the dog.

12 In order to exercise these rights, you must notify the dog  
13 breeder as quickly as possible, but no later than five days  
14 after learning from your veterinarian that a problem exists.  
15 You must tell the dog breeder about the problem and give the dog  
16 breeder the name and telephone number of the veterinarian  
17 providing the diagnosis.

18 If you are making a claim, you must also present to the dog  
19 breeder a written veterinary statement, in a form prescribed by  
20 law, that the animal is unfit for purchase and an itemized  
21 statement of all veterinary fees related to the claim. This  
22 information must be presented to the dog breeder no later than



1 five days after you have received the written statement from the  
2 veterinarian.

3 In the event that the dog breeder wishes to contest the  
4 statement or the veterinarian's bill, the dog breeder may  
5 request that you produce the dog for examination by a licensed  
6 veterinarian of the dog breeder's choice. The dog breeder shall  
7 pay the cost of this examination.

8 In the event of death, the deceased dog need not be  
9 returned to the dog breeder if you submit a statement issued by  
10 a licensed veterinarian stating the cause of death.

11 If the parties cannot resolve the claim within ten business  
12 days following receipt of the veterinarian statement or the  
13 examination by the dog breeder's veterinarian, whichever event  
14 occurs later, you may file an action in a court of competent  
15 jurisdiction to resolve the dispute. If a party acts in bad  
16 faith, the other party may collect reasonable attorney's fees.  
17 If the dog breeder does not contest the matter, the dog breeder  
18 must make the refund or reimbursement no later than ten business  
19 days after receiving the veterinary certification.

20 This statement is a summary of key provisions of the  
21 consumer remedies available. Hawaii law also provides



1 safeguards to protect dog breeders from abuse. If you have  
2 questions, obtain a copy of the complete relevant statutes.

3 This notice shall be contained in a separate document. The  
4 written notice shall be in ten-point type. The notice shall be  
5 signed by the purchaser acknowledging that the purchaser has  
6 reviewed the notice. The dog breeder shall permit persons to  
7 review the written notice upon request.

8 NOTE: This disclosure of rights is a summary of Hawaii  
9 law. The actual statutes are contained in part II  
10 of chapter , Hawaii Revised Statutes."

11 § -44 **Rights of purchaser cumulative.** Nothing in this  
12 part shall in any way limit the rights or remedies that are  
13 otherwise available to a consumer under any other law. Nor  
14 shall this part in any way limit the breeder and the purchaser  
15 from agreeing between themselves upon additional terms and  
16 conditions that are not inconsistent with this part. However,  
17 any agreement or contract by a purchaser to waive any rights  
18 under this part shall be void and shall be unenforceable.

19 § -45 **Penalties for violation of part.** Except as  
20 otherwise specified in this part, any person violating any  
21 provision of this part other than section -34 shall be  
22 subject to civil penalty of up to \$1,000 per violation."



1 SECTION 2. This Act shall take effect upon its approval.

2

INTRODUCED BY: 

JAN 23 2008



**Report Title:**

Pet Sales

**Description:**

Requires pet dealers and dog breeders to provide purchasers of dogs with written statements of the dog's medical history. Allows consumers to return dogs to the pet dealer or breeder for a refund or exchange where the dog has a pre-existing condition. Requires pet dealers to provide purchasers of cats with written statements of the cat's medical history.

