
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. (a) Every pet dealer of dogs and
8 cats shall conform to this part. As used in this part, unless
9 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 day pounds, humane
5 societies, or privately operated pet rescue organizations.

6 § -2 **Transport; dog or cat; common carrier.** Every pet
7 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; dog or cat.** All dogs or cats received
13 by a retail dealer, prior to being placed with other dogs or
14 cats, shall be examined for illness or any other unhealthy
15 condition. Any dog or cat found to be afflicted with a
16 contagious disease shall be kept caged separately from healthy
17 animals.

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



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

6 § -5 **Medical history.** (a) Every pet dealer shall
7 provide to the purchaser of each dog and cat at the time of
8 sale, a written statement in a standardized form 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 at the time of
20 sale, including dates of administration and the
21 type of vaccine or worming treatment; and



- 1 (F) A record of any veterinary treatment or
- 2 medication received by the dog while in the
- 3 possession of the pet dealer and:
 - 4 (i) A statement, signed by the pet dealer at the
 - 5 time of sale, stating that the dog has
 - 6 neither a known disease or illness nor a
 - 7 known congenital or hereditary condition
 - 8 that adversely affects the health of the dog
 - 9 at the time of the sale or that is likely to
 - 10 adversely affect the health of the dog in
 - 11 the future; or
 - 12 (ii) A record of any known disease, illness, and
 - 13 any congenital or hereditary condition that
 - 14 adversely affects the health of the dog at
 - 15 the time of sale, or is likely to adversely
 - 16 affect the health of the dog in the future,
 - 17 along with a statement signed by a
 - 18 veterinarian licensed in the State that
 - 19 authorizes the sale of the dog, recommends
 - 20 necessary treatment, if any, and verifies
 - 21 that the disease, illness, or condition does
 - 22 not require hospitalization or nonelective



1 surgical procedures now, or in the future.
2 A veterinary statement is not required for
3 intestinal or external parasites unless
4 their presence makes, or is likely to make
5 the dog clinically ill. The statement shall
6 be valid for seven days following
7 examination of the dog by the veterinarian.

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

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

18 (d) A disclosure made pursuant to subsection (a)(2) shall
19 be signed by both the pet dealer certifying the accuracy of the
20 statement, and the purchaser of the dog acknowledging receipt of
21 the statement. In addition, all medical information required to



1 be disclosed pursuant to subsection (a)(2) shall be made orally
2 to the purchaser.

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

10 § -6 **Written records; retention.** A pet dealer shall
11 maintain a written record on the health, status, and disposition
12 of each dog and each cat for a period of not less than one year
13 after disposition of the dog or cat. The record shall also
14 contain all of the information required to be disclosed pursuant
15 to sections -5 and -20. Those records shall be available
16 to humane society officers, animal control officers, and law
17 enforcement officers for inspection during normal business
18 hours.

19 § -7 **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 -17 shall be
22 subject to a civil penalty of up to \$1,000 per violation. Funds



1 shall be deposited into the compliance resolution fund and shall
2 be used to assist in the return of lost dogs and cats to their
3 owners.

4 § -8 Unlawful practices; pet dealer. (a) It shall be
5 unlawful for a pet dealer to fail to do any of the following:

- 6 (1) Maintain facilities where the dogs are kept in a
7 sanitary condition;
- 8 (2) Provide dogs with adequate nutrition and potable
9 water;
- 10 (3) Provide adequate space appropriate to the age, size,
11 weight, and breed of dog. For the purpose of this
12 section, "adequate space" means sufficient space for
13 the dog to stand, sit, and turn about freely using
14 normal body movements, without the dog's head touching
15 the top of the cage or cramping in a lying position;
- 16 (4) House dogs on wire flooring with a rest board,
17 floormat, or similar device that can be maintained in
18 a sanitary condition;
- 19 (5) Provide dogs with adequate socialization and exercise.
20 For the purpose of this section, "socialization" means
21 physical contact with other dogs or with human beings;



- 1 (6) Wash their hands before and after handling each
2 infectious or contagious dog;
- 3 (7) Maintain either of the following:
- 4 (A) A fire alarm system that is connected to a
5 central reporting station that alerts the local
6 fire department in case of fire; or
- 7 (B) Maintain a fire suppression sprinkler system;
- 8 (8) Provide veterinary care without delay when necessary;
- 9 (9) Be bonded with a surety company duly authorized to
10 transact business within the State; provided that the
11 bond shall be filed with the appropriate authority;
12 and
- 13 (10) Microchip and license each dog and cat prior to sale.
- 14 (b) A pet dealer shall not possess a dog that is less than
15 eight weeks old.

16 § -9 Veterinarian statement. (a) If a licensed
17 veterinarian states in writing that within fifteen days after
18 the purchaser has taken physical possession of a dog after the
19 sale by a pet dealer, the dog has become ill due to any illness
20 that existed on, or before delivery of the dog to the purchaser,
21 or, if within one year after the purchaser has taken physical
22 possession of the dog after the sale, a veterinarian licensed in



1 this State, states in writing that the dog has a congenital or
2 hereditary condition that adversely affects the health of the
3 dog, or that requires, or is likely in the future to require,
4 hospitalization or nonelective surgical procedures, the dog
5 shall be considered unfit for sale and the pet dealer shall
6 provide the purchaser with one of the following remedies at the
7 purchasers election:

8 (1) Return the dog to the pet dealer for a refund of the
9 purchase price and reimbursement for reasonable
10 veterinary fees for diagnosis and treatment of the dog
11 in an amount not to exceed the original purchase price
12 of the dog;

13 (2) Exchange the dog for a dog of the purchaser's choice
14 of equivalent value if a replacement dog is available,
15 and reimbursement for reasonable veterinary fees for
16 the diagnosis and treatment of the dog in an amount
17 not to exceed the original purchase price of the dog;
18 or

19 (3) Retain the dog and the reimbursement for reasonable
20 veterinary fees in an amount not to exceed one hundred
21 and fifty per cent of the original purchase price of
22 the dog.



1 (b) If the dog has died, regardless of the date of the
2 death of the dog, the purchaser has the right to obtain a refund
3 for the purchase price of the dog or a replacement dog of
4 equivalent value of the purchaser's choice and if applicable,
5 reimbursement for reasonable veterinary fees in an amount not to
6 exceed the original purchase price of the dog, if either of the
7 following conditions exist:

8 (1) A veterinarian, licensed in this State, states in
9 writing that the dog has died due to an illness or
10 disease that existed within fifteen days after the
11 purchaser obtained physical possession of the dog
12 after the sale by a pet dealer; or

13 (2) A veterinarian, licensed in this State, states in
14 writing that the dog has died due to a congenital or
15 hereditary condition that was diagnosed by the
16 veterinarian within one year after the purchaser
17 obtained physical possession of the dog after the sale
18 by a pet dealer.

19 (c) The veterinarian's statement shall contain the
20 following information:

21 (1) The purchaser's name and address;

22 (2) The date or dates the dog was examined;



- 1 (3) The breed and age of the dog, if known;
- 2 (4) If the veterinarian examined the dog;
- 3 (5) If the dog has or had an illness described in this
- 4 section that renders it unfit for purchase or resulted
- 5 in its death; and
- 6 (6) The precise findings of the examination or necropsy,
- 7 including laboratory results or copies of laboratory
- 8 reports.

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

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

19 § -10 **Rebuttable presumption; pre-existing illness.** (a)
20 There shall be a rebuttable presumption that an illness existed
21 at the time of sale if the animal dies within fifteen days of
22 delivery to the purchaser.



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

5 (c) For purposes of section -9, the value of veterinary
6 services shall be deemed reasonable if the services rendered are
7 appropriate for the diagnosis and treatment of an illness or a
8 congenital or hereditary condition, made by the veterinarian and
9 the value of similar services is comparable to the value of
10 similar services rendered by other licensed veterinarians in
11 proximity to the treating veterinarian.

12 § -11 Dog purchaser; remedies. To obtain the remedies
13 provided for in section -9, the purchaser shall substantially
14 comply with all of the following requirements:

15 (1) Notify the pet dealer as soon as possible, but not
16 more than five days after the diagnosis by a
17 veterinarian licensed in this State of a medical or
18 health problem, including a congenital or hereditary
19 condition and of the name and telephone number of the
20 veterinarian providing the diagnosis;

21 (2) Return an ill dog to the pet dealer with a written
22 statement from a veterinarian licensed in this State,



1 finding the dog to be unfit for purchase due to
2 illness, a congenital or hereditary condition, or the
3 presence of symptoms of a contagious or infectious
4 disease that existed on, or before delivery of the dog
5 to the purchaser and that the illness adversely
6 affects the health of the dog. The purchaser shall
7 return the dog and a copy of the veterinarian's
8 statement as soon as possible, but not more than five
9 days after receipt of the veterinarian's statement;
10 and

- 11 (3) Provide the pet dealer, in the event of the death of a
12 dog, with a written statement from a veterinarian
13 licensed in this State stating that the dog died from
14 an illness that existed on, or before the delivery of
15 the dog to the purchaser. The presentation of the
16 statement shall be sufficient proof to claim any
17 reimbursement or replacement of the dog. The return
18 of the deceased dog to the pet dealer shall not be
19 required.

20 § -12 Remedies; disqualification. Notwithstanding
21 section -9, no refund, replacement, or reimbursement of



1 veterinary fees shall be made if any of the following conditions
2 exist:

3 (1) The illness or death of a dog resulted from
4 maltreatment, neglect, or an injury sustained or an
5 illness contracted subsequent to the delivery of the
6 dog to the purchaser;

7 (2) The purchaser fails to carry out the recommended
8 treatment prescribed by the examining veterinarian who
9 made the initial diagnosis; provided that this
10 paragraph shall not apply if the cost for the
11 treatment and the veterinarian's fee for the diagnosis
12 exceeds the purchase price of the dog;

13 (3) A veterinarian's statement was provided to the
14 purchaser pursuant to section -5 that disclosed the
15 disease, illness, or condition for which the purchaser
16 seeks to return the dog; provided that this paragraph
17 shall not apply if, within one year after the
18 purchaser took physical possession of the dog, a
19 veterinarian licensed in this State states in writing
20 that the disease, illness, or condition requires, or
21 is likely in the future to require, hospitalization or
22 nonelective surgical procedures or that the disease,



1 illness, or condition resulted in the death of the
2 dog; or

3 (4) The purchaser refuses to return to the pet dealer all
4 documents previously provided to the purchaser for the
5 purpose of registering the dog; provided that this
6 section shall not apply if the purchaser signs a
7 written statement certifying that the documents have
8 been inadvertently lost or destroyed.

9 § -14 Examination; pet dealer's veterinarian. (a) In
10 the event that a pet dealer wishes to contest a demand for any
11 of the remedies specified in section -9, the dealer, except
12 in the case of the death of the dog, may require the purchaser
13 to produce the dog for examination by a licensed veterinarian
14 designated by the pet dealer. The pet dealer shall pay the cost
15 of this examination.

16 (b) If the purchaser and the pet dealer are unable to
17 reach an agreement within ten business days following receipt by
18 the pet dealer of the veterinarian's statement pursuant to
19 section -9, or following receipt of the dog for examination
20 by a veterinarian designated by the pet dealer, whichever is
21 later, the purchaser may initiate an action in a court of
22 competent jurisdiction to resolve the dispute or the parties may



1 submit to binding arbitration if mutually agreed upon by the
2 parties in writing.

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

6 § -14 Dog purchasers; written notice of rights. Every
7 pet dealer that sells a dog shall provide the purchaser at the
8 time of sale, and a prospective purchaser upon request, with a
9 written notice of rights, setting forth the rights provided for
10 under this section. The notice shall be contained in a separate
11 document. The written notice of rights shall be in ten-point
12 type. A copy of the written notice of rights shall be signed by
13 the purchaser acknowledging that the purchaser has reviewed the
14 notice. The notice shall state the following:

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

16 The sale of dogs is subject to consumer protection
17 regulations. In the event that a Hawaii licensed veterinarian
18 states in writing that your dog is unfit for purchase because it
19 became ill due to an illness or disease that existed within
20 fifteen days following delivery to you, or within one year in
21 the case of congenital or hereditary condition, you may choose
22 one of the following:



- 1 (1) Return your dog and receive a refund of the purchase
2 price, and receive reimbursement for reasonable
3 veterinarian fees up to the cost of the dog;
- 4 (2) Return your dog and receive a dog of your choice of
5 equivalent value if a replacement dog is available and
6 receive reimbursement for reasonable veterinarian fees
7 up to the cost of the dog; or
- 8 (3) Keep the dog and receive reimbursement for reasonable
9 veterinarian fees up to one hundred and fifty per cent
10 of the original purchase price of the dog.

11 In the event your dog dies, you may receive a refund for
12 the purchase price of the dog or a replacement dog of your
13 choice, of equivalent value. You may also receive a
14 reimbursement for reasonable veterinary fees for the diagnosis
15 and treatment of the dog, if a veterinarian, licensed in this
16 State, states in writing that the dog has died due to an illness
17 or disease that existed within fifteen days after the purchaser
18 obtained physical possession of the dog after the sale by a pet
19 dealer, or states that the dog has died due to a congenital or
20 hereditary condition that was diagnosed by the veterinarian
21 within one year after the purchaser obtained physical possession



1 of the dog after the sale by a pet dealer. These fees may not
2 exceed the purchase price of the dog.

3 In order to exercise these rights, you must notify the pet
4 dealer as quickly as possible but no later than five days after
5 learning from your veterinarian that a problem exists. You must
6 tell the pet dealer about the problem and give the pet dealer
7 the name and telephone number of the veterinarian providing the
8 diagnosis.

9 If you are making a claim, you must also present to the pet
10 dealer a written veterinary statement, in a form prescribed by
11 law, that the animal is unfit for purchase and an itemized
12 statement of all veterinary fees related to the claim. This
13 information must be presented to the pet dealer no later than
14 five days after you have received the written statement from the
15 veterinarian.

16 In the event that the pet dealer wishes to contest the
17 statement or the veterinarian's bill, the pet dealer may request
18 that you produce the dog for examination by a licensed
19 veterinarian of the pet dealer's choice. The pet dealer shall
20 pay the cost of this examination.



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

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

13 If the pet dealer has represented your dog as registerable
14 with a pedigree organization, the pet dealer shall provide you
15 with the necessary papers to process the registration at the
16 time you received the dog. If the pet dealer fails to deliver
17 the papers within the prescribed time limit, you are entitled to
18 return the dog for a full refund of the purchase price or a
19 refund of seventy-five per cent of the purchase price if you
20 choose to keep the dog.

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



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

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

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

11 § -15 **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 pet dealer and the
15 purchaser from agreeing between themselves upon additional terms
16 and conditions that are not inconsistent with this part.
17 However, any agreement or contract by a purchaser to waive any
18 rights under this part shall be void and shall be unenforceable.

19 § -16 **Registered pedigree; remedies.** (a) No pet dealer
20 shall state, promise, or represent to the purchaser, directly or
21 indirectly, that a dog is registered or capable of being
22 registered with an animal pedigree registry organization, unless



1 the pet dealer provides the purchaser with the documents
2 necessary for that registration at the time of the sale of the dog;
3 provided that international clubs shall have forty-five days
4 following the date of the sale of the dog.

5 (b) In the event that a pet dealer fails to provide at the
6 required time the documents necessary for registration at the
7 required time pursuant to subsection (a), the purchaser, upon
8 written notice to the pet dealer, shall be entitled to retain
9 the animal and receive a partial refund of seventy-five per cent
10 of the purchase price or return of the dog with all
11 documentation previously provided the purchaser for a full
12 refund.

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

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

17 § -17 **Diseased dogs; sale prohibited.** Except as
18 provided in section -5(a)(2), no pet dealer shall knowingly
19 sell a dog that is diseased, ill, or has a condition, any one of
20 which requires hospitalization or surgical procedures. In lieu
21 of the civil penalties imposed pursuant to section -7, any
22 pet dealer who violates this section shall be subject to a civil



1 penalty of up to \$1,000, or shall be prohibited from selling
2 dogs at retail for up to thirty days, or both. If there is a
3 second offense, the pet dealer shall be subject to a civil
4 penalty of up to \$2,500, or a prohibition from selling dogs at
5 retail for up to ninety days, or both. For a third offense, the
6 pet dealer shall be subject to a civil penalty of up to \$5,000
7 or a prohibition from selling dogs at retail for up to six
8 months, or both. For a fourth and subsequent offense, the pet
9 dealer shall be subject to a civil penalty of up to \$10,000 or a
10 prohibition from selling dogs at retail for up to one year, or
11 both. For purposes of this section, a violation that occurred
12 over five years prior to the most recent violation shall not be
13 considered.

14 **§ -18 Care; prior to sale.** (a) No dog may be offered
15 for sale by a pet dealer to a purchaser until the dog has been
16 examined by a veterinarian licensed in this State. Each dog
17 shall be examined within five days of receipt of the dog and
18 once every fifteen days thereafter while the dog is in the
19 possession or custody of the pet dealer. The pet dealer shall
20 provide any sick dog with proper veterinary care without delay.

21 (b) Any dog diagnosed with a contagious or infectious
22 disease, illness, or condition shall be caged separately from



1 healthy dogs until a licensed veterinarian determines that the
2 dog is free from contagion or infection. Any area containing
3 dogs shall meet the following conditions when contagious or
4 infectious dogs are present:

5 (1) The area shall not be used to house other healthy dogs
6 or new arrivals awaiting the required veterinary
7 examination;

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

11 (3) The area shall have an exhaust fan that creates air
12 movement from the isolation area with contagious or
13 infectious dogs to an area outside the premises of the
14 pet dealer. The removal of exhaust air from the
15 isolation area may be accomplished by the use of
16 existing heating and air-conditioning ducts; provided
17 that no exhaust air is permitted to enter or mix with
18 fresh air for use by the general animal population;
19 and

20 (4) Upon removal of all of the contagious or infectious
21 dogs, the area shall be cleaned and disinfected before
22 any healthy dog can be placed in the area.



1 (c) If the pet dealer's veterinarian deems the dog to be
2 unfit for purchase due to a disease, illness, or congenital
3 condition, any of which is fatal or that causes, or is likely to
4 cause the dog to unduly suffer, the veterinarian shall humanely
5 euthanize the dog. The veterinarian shall provide the pet
6 dealer with a written statement why the dog was euthanized.
7 Otherwise, the pet dealer shall have a veterinarian treat the
8 dog, or may surrender the dog to a humane organization that
9 consents to the receipt.

10 (d) In the event a dog is returned to a pet dealer due to
11 illness, disease, or a congenital or hereditary condition
12 requiring veterinary care, the pet dealer shall provide the dog
13 with proper veterinary care.

14 § -19 Notice; dog origin. Every retail dealer shall
15 post conspicuously on the cage of each dog offered for sale, a
16 notice indicating the state where the dog was bred and brokered.

17 § -20 Notice. (a) Every pet dealer shall post
18 conspicuously within close proximity to the cages of dogs
19 offered for sale, a notice containing the following language in
20 one hundred-point type:



1 "Information on the source of these dogs and veterinary
2 treatments received by these dogs is available for review. You
3 are entitled to a copy of a statement of consumer rights."

4 (b) Every pet dealer, upon request for information
5 regarding a dog, shall immediately provide to prospective
6 purchasers all of the information required to be disclosed to
7 purchasers pursuant to sections -5 and -14.

8 **PART II. DOG BREEDER WARRANTIES**

9 **§ -31 Applicability.** (a) Every breeder of dogs shall
10 comply with this part. As used in this part, "dog breeder", or
11 "breeder" means a person, firm, partnership, corporation, or
12 other association that has sold, transferred, or given away all
13 or part of three or more litters or twenty or more dogs during
14 the preceding twelve months that were bred and reared on the
15 premises of the person, firm, partnership, corporation, or other
16 association.

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

19 (c) This part shall not apply to pet dealers regulated
20 under part I, or to publicly operated dog pounds, humane
21 societies, or privately operated pet rescue organizations.



1 § -32 **Medical history information.** (a) Every breeder
2 shall provide to each purchaser of a dog a written disclosure
3 containing all of the following:

4 (1) The breeder's name and address;

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

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

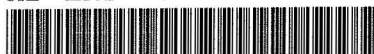
13 (4) If the dog is being sold as being capable of
14 registration, the names and registration numbers of
15 the sire and dam, and the litter number, if known;

16 (5) A record of inoculations and worming treatments
17 administered, if any, to the dog at the time of sale,
18 including dates of administration and the type of
19 vaccine or worming treatment; and

20 (6) A record of any veterinary treatment or medication
21 received by the dog while in the possession of the
22 breeder and either of the following:



- 1 (A) A statement signed by the breeder at the time of
2 sale that the dog has no known disease or illness
3 and has no known congenital or hereditary
4 condition that adversely affects the health of
5 the dog at the time of the sale or that is likely
6 to adversely affect the health of the dog in the
7 future; or
- 8 (B) A record of any known disease, illness, or
9 congenital or hereditary condition that adversely
10 affects the health of the dog at the time of
11 sale, or that is likely to affect the health of
12 the dog in the future, along with a statement
13 signed by a veterinarian licensed in the State
14 that authorizes the sale of the dog, recommends
15 necessary treatment, if any, and verifies that
16 the disease, illness, or condition does not
17 require hospitalization or nonelective surgical
18 procedures, nor is it likely to require
19 hospitalization or nonelective surgical
20 procedures in the future. A veterinary statement
21 is not required for intestinal or external
22 parasites unless their presence makes the dog, or



1 is likely to make the dog clinically ill. The
2 statement shall be valid for seven days following
3 examination of the dog by a veterinarian.

4 (b) The written disclosure made pursuant to this section
5 shall be signed by both the breeder certifying the accuracy of
6 the statement and by the purchaser of the dog acknowledging
7 receipt of the statement.

8 (c) All medical information required to be disclosed
9 pursuant to this section shall be made orally by the breeder to
10 the purchaser.

11 (d) For the purposes of this part, a disease, illness, or
12 congenital or hereditary condition that adversely affects the
13 health of a dog at the time of a sale, or is likely to adversely
14 affect the health of a dog in the future, shall be one that is
15 apparent at the time of sale or that should have been known by
16 the breeder from the history of veterinary treatment disclosed
17 pursuant to this section.

18 (e) For the purpose of this part, "nonelective surgical
19 procedure" means a surgical procedure that is necessary to
20 preserve or restore the health of the dog to prevent the dog
21 from experiencing pain or discomfort or to correct a condition



1 that would otherwise interfere with the dog's ability to walk,
2 run, jump, or otherwise function in a normal manner.

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

7 § -33 **Written records; retention.** A breeder shall
8 maintain a written record on the health, status, and disposition
9 of each dog for a period of not less than one year after
10 disposition of the dog. The record shall also include all of
11 the information that the breeder is required to disclose
12 pursuant to section -32.

13 § -34 **Sale of diseased dogs; prohibited.** Except as
14 provided for in section -32(a)(6), no breeder shall knowingly
15 sell a dog that is diseased, ill, or has a condition, any one of
16 which requires hospitalization or nonelective surgical
17 procedures. In lieu of the civil penalties imposed under
18 section -44, any breeder who violates this section shall be
19 subject to a civil penalty of up to \$1,000, or shall be
20 prohibited from selling dogs for up to thirty days, or both. If
21 there is a second offense, the breeder shall be subject to a
22 civil penalty of up to \$2,500, or a prohibition from selling



1 dogs for up to ninety days, or both. For a third offense, the
2 breeder shall be subject to a civil penalty of up to \$5,000, or
3 a prohibition from selling dogs for up to six months, or both.
4 For a fourth and subsequent offense, the breeder shall be
5 subject to a civil penalty of up to \$10,000 or a prohibition
6 from selling dogs for up to one year, or both. For the purpose
7 of this section, a violation that occurred over five years prior
8 to the most recent violation shall not be considered.

9 § -35 **Unlawful practices.** It shall be unlawful for a
10 breeder to fail to 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 the dog. For purposes of this
17 paragraph, "adequate space" means sufficient space for
18 the dog to stand up, sit down, and turn about freely
19 using normal body movements, without the dog's head
20 touching the top of the cage or cramping in a lying
21 position;



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

3 (5) Provide dogs with adequate socialization and exercise.
4 For the purpose of this part, "socialization" means
5 physical contact with other dogs and with human
6 beings;

7 (6) Wash their hands before and after handling each
8 infectious or contagious dog; or

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

10 § -36 **Wire flooring prohibited.** It shall be unlawful
11 for a breeder to primarily house a dog on wire flooring.

12 § -37 **Veterinarian; statement.** (a) If a licensed
13 veterinarian states in writing that within fifteen days after
14 the purchaser has taken physical possession of a dog following
15 the sale by a breeder, that the dog has become ill due to any
16 illness or disease that existed on, or before delivery of the
17 dog to the purchaser, or, if within one year after the purchaser
18 has taken physical possession of the dog after the sale by a
19 breeder, a veterinarian licensed in this State states in writing
20 that the dog has a congenital or hereditary condition that
21 adversely affects the health of the dog, or that requires, or is
22 likely in the future to require hospitalization or nonelective



1 surgical procedures, the dog shall be considered unfit for sale
2 and the breeder shall provide the purchaser with one of the
3 following remedies at the purchaser's selection:

4 (1) Return the dog to the breeder for a refund of the
5 purchase price and reimbursement for reasonable
6 veterinary fees for diagnosis and treatment of the dog
7 in an amount not to exceed the original purchase price
8 of the dog;

9 (2) Exchange the dog for a dog of the purchaser's choice
10 of equivalent value if a replacement dog is available,
11 and receive reimbursement for reasonable veterinary
12 fees for diagnosis and treatment of the dog in an
13 amount not to exceed the original purchase price of
14 the dog; or

15 (3) Retain the dog and receive reimbursement for
16 reasonable veterinary fees for diagnosis and treatment
17 of the dog in an amount not to exceed one hundred and
18 fifty per cent of the original purchase price of the
19 dog.

20 (b) If the dog has died, regardless of the date of the
21 death of the dog, obtain a refund for the purchase price of the
22 dog plus general excise tax, or a replacement dog of equivalent



1 value of the purchaser's choice, and reimbursement for
2 reasonable veterinary fees for diagnosis and treatment of the
3 dog in an amount not to exceed the purchase price of the dog, if
4 any of the following conditions exist:

5 (1) A veterinarian, licensed in this State, states in
6 writing that the dog has died due to an illness or
7 disease that existed within fifteen days after the
8 purchaser obtained physical possession of the dog
9 after the sale by a breeder; or

10 (2) A veterinarian, licensed in this State, states in
11 writing that the dog has died due to a congenital or
12 hereditary condition that was diagnosed by the
13 veterinarian within one year after the purchaser
14 obtained physical possession of the dog after the sale
15 by a breeder.

16 (c) The veterinarian's statement shall contain all of the
17 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 disease, illness, or a
2 hereditary or congenital condition, as described in
3 section -32 that renders it unfit for purchase or
4 resulted in its death; and

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

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

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

19 § -38 **Rebuttable presumption; pre-existing illness.** (a)
20 There shall be a rebuttable presumption that an illness existed
21 at the time of the sale of a dog if the dog dies within fifteen
22 days of delivery to the purchaser.



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

5 (c) For purposes of section -37, the value of
6 veterinary services shall be deemed reasonable if the services
7 rendered are appropriate for the diagnosis and treatment of an
8 illness or a congenital or hereditary condition made by the
9 veterinarian and the value of the services is comparable to the
10 value of similar services rendered by other licensed
11 veterinarians in proximity to the treating veterinarian.

12 § -39 Dog purchaser's requirements; remedies. To obtain
13 the remedies provided for in section -37, the purchaser shall
14 substantially comply with all of the following requirements:

15 (1) Notify the breeder as soon as possible but no later
16 than five days, of the diagnosis of a dog by a
17 veterinarian licensed in this State of the dog's
18 medical or health problem, including a congenital or
19 hereditary condition and of the name and telephone
20 number of the veterinarian providing the diagnosis;

21 (2) Return the dog to the breeder, in the case of illness
22 or congenital or hereditary condition with a written



1 statement from a veterinarian licensed in this State,
2 stating that the dog is unfit for purchase due to
3 illness, a congenital or hereditary condition, or the
4 presence of symptoms of a contagious or infectious
5 disease that existed on, or before delivery of the dog
6 to the purchaser that adversely affects the health of
7 the dog. The purchaser shall return the dog along
8 with a copy of the veterinarian's statement as soon as
9 possible but no later than five days of receipt of the
10 veterinarian's statement; and

11 (3) Provide the breeder, in the event of the death of the
12 dog, with a written statement from a veterinarian
13 licensed in this State stating that the dog died from
14 an illness that existed on, or before the delivery of
15 the dog to the purchaser. The presentation of the
16 statement shall be sufficient proof to claim
17 reimbursement or replacement of the dog. The return
18 of the deceased dog to the breeder shall not be
19 required.

20 § -40 Disqualification of remedies. No refund,
21 replacement, or reimbursement of veterinary fees shall be made
22 under section -37 if any of the following conditions exist:



- 1 (1) The illness, condition, or death of the dog resulted
2 from maltreatment or neglect or from an injury
3 sustained or an illness or condition contracted
4 subsequent to the delivery of the dog to the
5 purchaser;
- 6 (2) The purchaser fails to carry out the recommended
7 treatment prescribed by the examining veterinarian who
8 made the initial diagnosis; provided that this
9 paragraph shall not apply if the cost for the
10 treatment with the veterinarian's fee for the
11 diagnosis exceeds the purchase price of the dog;
- 12 (3) A veterinarian's statement was provided to the
13 purchaser pursuant to section -32(a)(6)(B) that
14 disclosed the disease, illness, or, condition for
15 which the purchaser seeks to return the dog; provided
16 that this paragraph shall not apply if, within one
17 year after the purchaser took physical possession of
18 the dog, a veterinarian licensed in this State, states
19 in writing that the disease, illness, or condition
20 requires, or is likely in the future to require,
21 hospitalization or nonelective surgical procedures or



1 that the disease, illness, or condition resulted in
2 the death of the dog; or

3 (4) The purchaser refuses to return to the breeder all
4 documents previously provided to the purchaser for the
5 purpose of registering the dog; provided that this
6 paragraph shall not apply if the purchaser signs a
7 statement certifying that the documents have been
8 inadvertently lost or destroyed.

9 § -41 **Examination.** (a) In the event that a breeder
10 wishes to contest a demand for any of the remedies specified in
11 section -37, the breeder, except in the case of the death of
12 the dog, may require the purchaser to produce the dog for
13 examination by a licensed veterinarian designated by the
14 breeder. The breeder shall pay the cost of this examination.

15 (b) If the purchaser and the breeder are unable to reach
16 an agreement within ten business days following receipt by the
17 breeder of the veterinarian's statement pursuant to section -
18 37, or following receipt of the dog for examination by a
19 veterinarian designated by the breeder, whichever is later, the
20 purchaser may initiate an action in a court of competent
21 jurisdiction to resolve the dispute or the parties may submit to



1 binding arbitration if mutually agreed upon by the parties in
2 writing.

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

6 § -42 **Written notice; purchaser.** Every breeder that
7 sells a dog shall provide the purchaser at the time of sale, and
8 a prospective purchaser upon request, with a written notice of
9 rights setting forth the rights provided for under this section.
10 The notice shall be contained in a separate document. The
11 written notice of rights shall be in ten-point type. A copy of
12 the notice shall be signed by the purchaser acknowledging that
13 the purchaser has reviewed the notice. The notice shall state
14 the following:

15 "A STATEMENT OF HAWAII LAW GOVERNING THE SALE OF DOGS
16 The sale of dogs is subject to consumer protection
17 regulation. In the event that a Hawaii licensed veterinarian
18 states in writing that your dog is unfit for purchase because it
19 became ill due to an illness or disease that existed within
20 fifteen days following delivery to you, or within one year in
21 the case of congenital or hereditary condition, you may choose
22 one of the following:



- 1 (1) Return your dog and receive a refund of the purchase
2 price and receive reimbursement for reasonable
3 veterinarian fees up to the cost of the dog;
- 4 (2) Return your dog and receive a dog of your choice of
5 equivalent value, providing a replacement dog is
6 available, and receive reimbursement for reasonable
7 veterinarian fees up to the cost of the dog; or
- 8 (3) Keep the dog and receive reimbursement for reasonable
9 veterinarian fees up to one hundred and fifty per cent
10 of the original purchase price of the dog.

11 In the event your dog dies, you may receive a refund for
12 the purchase price of the dog or a replacement dog of your
13 choice, of equivalent value, and reimbursement for reasonable
14 veterinary fees for the diagnosis and treatment of the dog, if a
15 veterinarian, licensed in this State, states in writing that the
16 dog has died due to an illness or disease that existed within
17 fifteen days after the purchaser obtained physical possession of
18 the dog after the sale by a dog breeder, or states that the dog
19 has died due to a congenital or hereditary condition that was
20 diagnosed by the veterinarian within one year after the
21 purchaser obtained physical possession of the dog after the sale



1 by a dog breeder. These fees may not exceed the purchase price
2 of the dog.

3 In order to exercise these rights, you must notify the dog
4 breeder as quickly as possible, but no later than five days
5 after learning from your veterinarian that a problem exists.
6 You must tell the dog breeder about the problem and give the dog
7 breeder the name and telephone number of the veterinarian
8 providing the diagnosis.

9 If you are making a claim, you must also present to the dog
10 breeder a written veterinary statement, in a form prescribed by
11 law, that the animal is unfit for purchase and an itemized
12 statement of all veterinary fees related to the claim. This
13 information must be presented to the dog breeder no later than
14 five days after you have received the written statement from the
15 veterinarian.

16 In the event that the dog breeder wishes to contest the
17 statement or the veterinarian's bill, the dog breeder may
18 request that you produce the dog for examination by a licensed
19 veterinarian of the dog breeder's choice. The dog breeder shall
20 pay the cost of this examination.



1 In the event of death, the deceased dog need not be
2 returned to the dog breeder if you submit a statement issued by
3 a licensed veterinarian stating the cause of death.
4 If the parties cannot resolve the claim within ten business days
5 following receipt of the veterinarian statement or the
6 examination by the dog breeder's veterinarian, whichever event
7 occurs later, you may file an action in a court of competent
8 jurisdiction to resolve the dispute. If a party acts in bad
9 faith, the other party may collect reasonable attorney's fees.
10 If the dog breeder does not contest the matter, the dog breeder
11 must make the refund or reimbursement no later than ten business
12 days after receiving the veterinary certification.

13 This statement is a summary of key provisions of the
14 consumer remedies available. Hawaii law also provides
15 safeguards to protect dog breeders from abuse. If you have
16 questions, obtain a copy of the complete relevant statutes.

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

20 This notice shall be contained in a separate document. The
21 written notice shall be in ten-point type. The notice shall be
22 signed by the purchaser acknowledging that the purchaser has



1 reviewed the notice. The dog breeder shall permit persons to
2 review the written notice upon request.

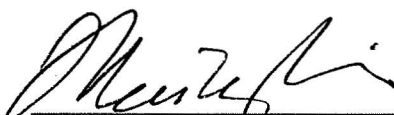
3 § -43 Rights of purchaser. Nothing in this part shall
4 in any way limit the rights or remedies that are otherwise
5 available to a consumer under any other law. Nor shall this
6 part in any way limit the breeder and the purchaser from
7 agreeing between themselves upon additional terms and conditions
8 that are not inconsistent with this part; provided that any
9 agreement or contract by a purchaser to waive any rights under
10 this part shall be void and shall be unenforceable.

11 § -44 Penalties. Except as otherwise specified in this
12 part, any person violating any provision of this part other than
13 section -34 shall be subject to civil penalty of up to \$1,000
14 per violation."

15 SECTION 2. This Act does not affect rights and duties that
16 matured, penalties that were incurred, and proceedings that were
17 begun, before its effective date.

18 SECTION 3. This Act shall take effect upon its approval.

19

INTRODUCED BY: 
JAN 28 2009



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 a 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.

