



1 prevent the dog from experiencing pain or discomfort or to  
2 correct a condition that would otherwise interfere with the  
3 dog's ability to walk, run, jump, or otherwise function in a  
4 normal manner.

5 "Pet store" means any establishment or market place where  
6 animals are bought, sold, exchanged, or offered for sale to the  
7 general public with the intent of making a profit. This term  
8 includes the keeping for transfer or the transfer of animals at  
9 temporary facilities, such as flea markets, mobile facilities,  
10 department stores, merchandise outlets, discount outlets, animal  
11 shows conducting a sale, and other types of retail outlets where  
12 animals are intended as companions or household animals.

13 "Purchaser" means any person who purchases a dog from a  
14 breeder.

15 § -2 **Applicability.** Every breeder of dogs shall comply  
16 with this chapter. This chapter shall not apply to hobby  
17 breeders, publicly operated dog pounds, humane societies, or  
18 privately operated pet rescue organizations.

19 § -3 **Medical history information.** (a) Every breeder  
20 shall provide to each purchaser of a dog a written disclosure  
21 containing all of the following:

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



- 1           (2) The date of the dog's birth;
- 2           (3) The breed, sex, color, and identifying marks at the
- 3                 time of sale, if any. If the breed is unknown or
- 4                 mixed, the record shall so indicate;
- 5           (4) If the dog is being sold as being capable of
- 6                 registration, the names and registration numbers of
- 7                 the sire and dam, and the litter number, if known;
- 8           (5) A record of inoculations and worming treatments
- 9                 administered, if any, to the dog at the time of sale,
- 10                including dates of administration and the type of
- 11                vaccine or worming treatment; and
- 12           (6) A record of any veterinary treatment or medication
- 13                received by the dog while in the possession of the
- 14                breeder and:
  - 15                (A) A statement signed by the breeder at the time of
  - 16                        sale that the dog has no known disease or illness
  - 17                        and has no known congenital or hereditary
  - 18                        condition that adversely affects the health of
  - 19                        the dog at the time of the sale or that is likely
  - 20                        to adversely affect the health of the dog in the
  - 21                        future; or

1 (B) A record of any known disease, illness, or  
2 congenital or hereditary condition that adversely  
3 affects the health of the dog at the time of  
4 sale, or that is likely to affect the health of  
5 the dog in the future, along with a statement  
6 signed by a veterinarian licensed in the State  
7 that authorizes the sale of the dog, recommends  
8 necessary treatment, if any, and verifies that  
9 the disease, illness, or condition does not  
10 require hospitalization or nonelective surgical  
11 procedures, nor is it likely to require  
12 hospitalization or nonelective surgical  
13 procedures in the future. A veterinary statement  
14 is not required for intestinal or external  
15 parasites unless their presence makes the dog, or  
16 is likely to make the dog clinically ill. The  
17 statement shall be valid for seven days following  
18 examination of the dog by a veterinarian.

19 (b) The written disclosure made pursuant to this section  
20 shall be signed by both the breeder certifying the accuracy of  
21 the statement and by the purchaser of the dog acknowledging  
22 receipt of the statement.



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

8           §   -4 **Written records; retention.** A breeder shall  
9 maintain a written record on the health, status, and disposition  
10 of each dog for a period of not less than one year after  
11 disposition of the dog. The record shall also include all of  
12 the information that the breeder is required to disclose  
13 pursuant to section   -3.

14           §   -5 **Sale of diseased dogs; prohibited.** Except as  
15 provided in section   -3(a)(6), no breeder shall knowingly sell  
16 a dog that is diseased, ill, or has a condition, any one of  
17 which requires hospitalization or nonelective surgical  
18 procedures. In lieu of the civil penalties imposed under  
19 section   -15, any breeder who violates this section shall be  
20 subject to a civil penalty of up to \$1,000, or shall be  
21 prohibited from selling dogs for up to thirty days, or both. If  
22 there is a second offense, the breeder shall be subject to a



1 civil penalty of up to \$2,500, or a prohibition from selling  
2 dogs for up to ninety days, or both. For a third offense, the  
3 breeder shall be subject to a civil penalty of up to \$5,000, or  
4 a prohibition from selling dogs for up to six months, or both.  
5 For a fourth and subsequent offense, the breeder shall be  
6 subject to a civil penalty of up to \$10,000 or a prohibition  
7 from selling dogs for up to one year, or both. For the purpose  
8 of this section, a violation that occurred over five years prior  
9 to the most recent violation shall not be considered.

10 § -6 **Unlawful practices.** It shall be unlawful for a  
11 breeder to fail to:

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



1 (4) Provide dogs with a rest board, floor-mat, 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 paragraph, "socialization"  
5 means 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 § -7 **Wire flooring prohibited.** It shall be unlawful for  
11 a breeder to primarily house a dog on wire flooring.

12 § -8 **Purchaser remedies; veterinarian statement.** (a)  
13 If a licensed veterinarian states in writing that within fifteen  
14 days after the purchaser has taken physical possession of a dog  
15 following the sale by a breeder, the dog has become ill due to  
16 an illness or disease that existed on or before delivery of the  
17 dog to the purchaser, or a licensed veterinarian states in  
18 writing that the dog has a congenital or hereditary condition  
19 that adversely affects the health of the dog, or that requires,  
20 or is likely in the future to require, hospitalization or  
21 nonelective surgical procedures, the dog shall be considered



1 unfit for sale and the breeder shall provide the purchaser with  
2 a remedy of the purchaser's selection:

3 (1) Return the dog to the breeder for a refund of the  
4 purchase price;

5 (2) Exchange the dog for a dog of the purchaser's choice  
6 of equivalent value if a replacement dog is available;  
7 or

8 (3) Retain the dog and receive reimbursement for  
9 reasonable veterinary fees for diagnosis and treatment  
10 of the dog in an amount not to exceed one hundred and  
11 fifty per cent of the original purchase price of the  
12 dog.

13 (b) If the dog has died within the fifteen-day return  
14 period, the breeder shall provide to the purchaser a refund for  
15 the purchase price of the dog plus general excise tax, or a  
16 replacement dog of equivalent value of the purchaser's choice,  
17 and reimbursement for reasonable veterinary fees for diagnosis  
18 and treatment of the dog in an amount not to exceed the purchase  
19 price of the dog, if a veterinarian, licensed in this State,  
20 states in writing that the dog has died due to:

21 (1) An illness or disease that existed before the  
22 purchaser obtained physical possession of the dog; or





1           (2) A congenital or hereditary condition that was  
2                    diagnosed by the veterinarian.

3           (c) A veterinarian's statement written pursuant to  
4 subsection (a) or (b) shall contain all of the following  
5 information:

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

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

8           (3) The breed and age of the dog, if known;

9           (4) That the veterinarian examined the dog;

10          (5) That the dog has or had disease, illness, or a  
11                hereditary or congenital condition, as described in  
12                section     -3 that renders it unfit for purchase or  
13                resulted in its death; and

14          (6) The precise findings of the examination or necropsy,  
15                including laboratory results or copies of laboratory  
16                reports.

17          (d) If a refund for reasonable veterinary expenses is  
18                being requested, the veterinarian's statement shall be  
19                accompanied by an itemized bill of fees appropriate for the  
20                diagnosis and treatment of the illness or congenital or  
21                hereditary condition.



1 (e) Refunds and payment of reimbursable expenses provided  
2 in this section shall be paid, unless contested, by the breeder  
3 to the purchaser no later than ten business days following  
4 receipt of the veterinarian's statement or, where applicable, no  
5 later than ten business days after the date on which the dog is  
6 returned to the breeder.

7 § -9 **Rebuttable presumption; pre-existing illness.** (a)  
8 There shall be a rebuttable presumption that an illness existed  
9 at the time of the sale of a dog if the dog dies within fifteen  
10 days of delivery to the purchaser.

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

15 (c) For purposes of section -8, the value of veterinary  
16 services shall be deemed reasonable if the services rendered are  
17 appropriate for the diagnosis and treatment of an illness or a  
18 congenital or hereditary condition made by the veterinarian and  
19 the value of the services is comparable to the value of similar  
20 services rendered by other licensed veterinarians in proximity  
21 to the treating veterinarian.



1           §   -10 Dog purchaser's requirements for obtaining  
2 remedies. To obtain the remedies provided for in section   -8,  
3 the purchaser shall substantially comply with all of the  
4 following requirements:

5           (1) Notify the breeder as soon as possible of, but no  
6 later than five days after, the diagnosis of a dog by  
7 a veterinarian licensed in this State of the dog's  
8 medical or health problem, including a congenital or  
9 hereditary condition and of the name and telephone  
10 number of the veterinarian providing the diagnosis;

11           (2) Return the dog to the breeder, in the case of illness  
12 or congenital or hereditary condition, with a written  
13 statement from a veterinarian licensed in this State,  
14 stating that the dog is unfit for purchase due to  
15 illness, a congenital or hereditary condition, or the  
16 presence of symptoms of a contagious or infectious  
17 disease that existed on or before delivery of the dog  
18 to the purchaser that adversely affects the health of  
19 the dog. The purchaser shall return the dog along  
20 with a copy of the veterinarian's statement as soon as  
21 possible but no later than five days of receipt of the  
22 veterinarian's statement; and



1           (3) Provide the breeder, in the event of the death of the  
2           dog, with a written statement from a veterinarian  
3           licensed in this State stating that the dog died from  
4           an illness that existed on, or before the delivery of  
5           the dog to the purchaser. The presentation of the  
6           statement shall be sufficient proof to claim  
7           reimbursement or replacement of the dog. The return  
8           of the deceased dog to the breeder shall not be  
9           required.

10           §   **-11 Disqualification of remedies.** No refund,  
11 replacement, or reimbursement of veterinary fees shall be made  
12 under section    -8 if any of the following conditions exist:

13           (1) The illness, condition, or death of the dog resulted  
14           from maltreatment or neglect or from an injury  
15           sustained or an illness or condition contracted  
16           subsequent to the delivery of the dog to the  
17           purchaser;

18           (2) The purchaser fails to carry out the recommended  
19           treatment prescribed by the examining veterinarian who  
20           made the initial diagnosis; provided that this  
21           paragraph shall not apply if the cost for the



- 1 treatment with the veterinarian's fee for the  
2 diagnosis exceeds the purchase price of the dog;
- 3 (3) A veterinarian's statement was provided to the  
4 purchaser pursuant to section -3(a)(6)(B) that  
5 disclosed the disease, illness, or condition for which  
6 the purchaser seeks to return the dog; or
- 7 (4) The purchaser refuses to return to the breeder all  
8 documents previously provided to the purchaser for the  
9 purpose of registering the dog; provided that this  
10 paragraph shall not apply if the purchaser signs a  
11 statement certifying that the documents have been  
12 inadvertently lost or destroyed.

13 § -12 **Examination.** (a) In the event that a breeder  
14 wishes to contest a demand for any of the remedies specified in  
15 section -8, the breeder, except in the case of the death of  
16 the dog, may require the purchaser to produce the dog for  
17 examination by a licensed veterinarian designated by the  
18 breeder. The breeder shall pay the cost of this examination.

19 (b) If the purchaser and the breeder are unable to reach  
20 an agreement within ten business days following receipt by the  
21 breeder of the veterinarian's statement pursuant to section  
22 -8, or following receipt of the dog for examination by a



1 veterinarian designated by the breeder, whichever is later, the  
2 purchaser may initiate an action in a court of competent  
3 jurisdiction to resolve the dispute or the parties may submit to  
4 binding arbitration if mutually agreed upon by the parties in  
5 writing.

6 (c) The prevailing party in the dispute shall have the  
7 right to collect reasonable attorneys' fees if the other party  
8 acted in bad faith in seeking or denying the requested remedy.

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

18 "A STATEMENT OF HAWAII LAW GOVERNING THE SALE OF DOGS  
19 The sale of dogs is subject to consumer protection  
20 regulation. In the event that a Hawaii licensed veterinarian  
21 states in writing that your dog is unfit for purchase because it  
22 became ill due to an illness or disease that existed within



1 fifteen days following delivery to you, you may choose one of  
2 the following:

3 (1) Return your dog and receive a refund of the purchase  
4 price and receive reimbursement for reasonable  
5 veterinarian fees up to the cost of the dog;

6 (2) Return your dog and receive a dog of your choice of  
7 equivalent value, provided that a replacement dog is  
8 available, and receive reimbursement for reasonable  
9 veterinarian fees up to the cost of the dog; or

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

13 In the event your dog dies, you may receive a refund for  
14 the purchase price of the dog or a replacement dog of your  
15 choice, of equivalent value, and reimbursement for reasonable  
16 veterinary fees for the diagnosis and treatment of the dog, if a  
17 veterinarian, licensed in this State, states in writing that the  
18 dog has died due to an illness or disease that existed before or  
19 fifteen days after the purchaser obtained physical possession of  
20 the dog after the sale by a dog breeder. These fees may not  
21 exceed the purchase price of the dog.



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

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

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

19 In the event of death, the deceased dog need not be  
20 returned to the dog breeder if you submit a statement issued by  
21 a licensed veterinarian stating the cause of death. If the  
22 parties cannot resolve the claim within ten business days





1 following receipt of the veterinarian statement or the  
2 examination by the dog breeder's veterinarian, whichever event  
3 occurs later, you may file an action in a court of competent  
4 jurisdiction to resolve the dispute. If a party acts in bad  
5 faith, the other party may collect reasonable attorneys' fees.  
6 If the dog breeder does not contest the matter, the dog breeder  
7 must make the refund or reimbursement no later than ten business  
8 days after receiving the veterinary certification.

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

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

16 This notice shall be contained in a separate document. The  
17 notice shall be signed by the purchaser acknowledging that the  
18 purchaser has reviewed the notice. The dog breeder shall permit  
19 persons to review the written notice upon request.

20 § -14 **Rights of purchaser.** Nothing in this chapter  
21 shall in any way limit the rights or remedies that are otherwise  
22 available to a consumer under any other law or preclude the



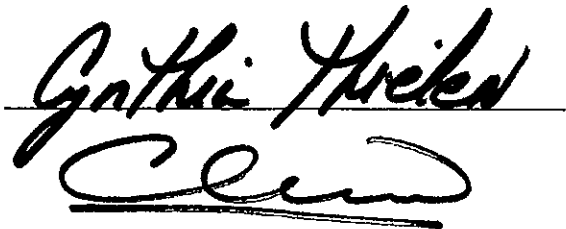
1 breeder and the purchaser from agreeing between themselves upon  
2 additional terms and conditions that are not inconsistent with  
3 this chapter; provided that any agreement or contract by a  
4 purchaser to waive any rights under this chapter shall be void  
5 and unenforceable.

6 § -15 Penalties. Except as otherwise specified in this  
7 chapter, any person violating any provision of this chapter  
8 other than section -5 shall be subject to civil penalty of up  
9 to \$1,000 per violation."

10 SECTION 2. This Act does not affect rights and duties that  
11 matured, penalties that were incurred, and proceedings that were  
12 begun before its effective date.

13 SECTION 3. This Act shall take effect upon its approval.  
14

INTRODUCED BY:



A handwritten signature in cursive script, appearing to read "Cynthia Hines", is written over a horizontal line. Below the line, there is a second, shorter handwritten signature or flourish.

JAN 25 2011



**Report Title:**

Dog Breeders; Responsibilities; Refunds

**Description:**

Requires dog breeders to provide purchasers of dogs with written statements of the dog's medical history and allows purchasers to return dogs to a breeder for a refund or exchange if the dog has a pre-existing condition.

*The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.*

