



1 "Veterinarian" means an individual licensed to practice  
2 veterinary medicine under chapter 471.

3 **§ -2 Records; veterinarian health certificate.** (a) A  
4 seller shall provide a purchaser of a dog with the health record  
5 of the dog at the time of sale that sets forth:

6 (1) The dog's breed(s) if known; provided that if the  
7 breed is unknown, the health record shall so indicate;

8 (2) If the dog is advertised or represented as  
9 registerable, the name and address of the pedigree  
10 registry organization where the dam and sire are  
11 registered;

12 (3) The dog's date of birth; provided that the seller may  
13 approximate the dog's date of birth if the dog is not  
14 advertised as or sold as purebred, registered, or  
15 registerable;

16 (4) The dog's sex;

17 (5) The dog's color and markings;

18 (6) A list of:

19 (A) All vaccinations, if known, administered to the  
20 dog; and



- 1           (B) The date and type of vaccinations and the name of  
2           the person who administered them, if known, up to  
3           the time of sale;
- 4       (7) A record of any known disease, illness, or condition  
5           with which the dog is or has been afflicted at the  
6           time of the sale;
- 7       (8) A record of any treatment by a veterinarian or  
8           medication that the dog has received while in the  
9           seller's possession to treat any disease, illness, or  
10          condition;
- 11       (9) The date, dosage, and type of any parasitical  
12          medication, if known, that was administered to the  
13          dog; and
- 14       (10) The seller's name, address, signature, and statement  
15          affirming that all of the information provided in this  
16          subsection is true to the best of the seller's  
17          knowledge and belief.
- 18       (b) In addition to the health record, the seller shall  
19       provide to the purchaser of a dog a health certificate issued by  
20       a veterinarian within twenty-one business days prior to the time



1 of the sale of the dog or a guarantee of good health issued and  
2 signed by the seller. The health certificate issued by the  
3 veterinarian shall:

4 (1) Certify that the dog sold by the seller is apparently  
5 free of any contagious or infectious illness;

6 (2) Certify that the dog sold by the seller is apparently  
7 free from any defect which is congenital or hereditary  
8 and diagnosable with reasonable accuracy;

9 (3) Certify that the dog sold by the seller does not  
10 appear to be clinically ill from parasitic infestation  
11 at the time of the physical examination; and

12 (4) Include the veterinarian's name, address, and  
13 signature and the date of the examination.

14 (c) If the seller provides to the purchaser of a dog a  
15 written guarantee of the dog's good health, it shall:

16 (1) Warrant that the dog being sold is apparently free of  
17 and does not exhibit any signs of any contagious or  
18 infections disease;

19 (2) Warrant that the dog being sold is apparently free  
20 from and does not exhibit any signs of a parasitic  
21 infection on the date of the sale;



1 (3) Include a notice in ten-point, capitalized type, in  
2 substantially the following form:

3 "THIS GUARANTEE DOES NOT WARRANT THAT A VETERINARIAN  
4 HAS EXAMINED THIS DOG. THE PURCHASER IS ENCOURAGED TO  
5 HAVE A VETERINARIAN EXAMINE THIS DOG AS SOON AFTER  
6 PURCHASE AS IS FEASIBLE."; and

7 (4) Be signed by the seller and the purchaser on the date  
8 of the sale.

9 The seller shall also orally state the facts in paragraphs (1)  
10 to (4) to the purchaser.

11 **§ -3 Remedies.** (a) If within ten business days after  
12 the date of sale, a veterinarian determines, through physical  
13 examination, diagnostic tests, or necropsy, that the dog  
14 purchased from the seller is unfit for purchase or dies as a  
15 result from a condition that rendered it unfit for purchase, the  
16 purchaser may exercise one of the following options:

17 (1) Return the dog to the seller for a complete refund of  
18 the purchase price, excluding the general excise tax;

19 (2) Return the dog to the seller for a replacement dog of  
20 equal value of the purchaser's choice; provided that a  
21 replacement dog is available; or



1           (3) Retain the dog and receive reimbursement from the  
2           seller for reasonable veterinary fees incurred in  
3           curing or attempting to cure the affected dog, subject  
4           to the limitation that the seller's liability for  
5           reimbursement shall not exceed the purchase price of  
6           the dog, excluding the general excise tax; provided  
7           that this remedy shall apply only if the purchaser's  
8           veterinarian determines that the dog's illness can be  
9           treated and corrected by appropriate and customary  
10          procedures. The value of these services is considered  
11          reasonable if it is comparable to the value of similar  
12          services rendered by other veterinarians in reasonable  
13          proximity to the treating veterinarian. Reimbursement  
14          shall not include the costs of the initial veterinary  
15          examination fee and diagnostic or treatment fees not  
16          directly related to the veterinarian's certification  
17          that the dog is unfit for purchase pursuant to this  
18          section. If the purchaser's veterinarian determines  
19          that the dog's illness is incurable, the purchaser  
20          shall be limited to the remedies set forth in  
21          paragraphs (1) and (2).



1 (b) For the purposes of this section, veterinary findings  
2 of intestinal and external parasites shall not be grounds for  
3 declaring the dog unfit for purchase, unless the dog is  
4 clinically ill or dies due to that condition. A dog shall not  
5 be found unfit for purchase because of injury sustained or  
6 illness contracted after the time of the sale. Remedies  
7 available under subsection (a) shall also apply to replacement  
8 dogs.

9 (c) The purchaser shall obtain a veterinarian's  
10 certification of illness, congenital or hereditary defects, or  
11 death to receive a refund or replacement or to receive  
12 reimbursement for veterinary costs if the purchaser retains the  
13 dog and treats it for illness or congenital or hereditary defect  
14 as provided in this section. The veterinarian's certification  
15 shall be supplied at the purchaser's expense and shall state:

- 16 (1) The purchaser's name and address;
- 17 (2) The date of the examination;
- 18 (3) The dog's breed and age, if known;
- 19 (4) That the veterinarian examined the dog;
- 20 (5) That the dog has or had an illness or a defect as  
21 described in subsection (b) which renders it unfit for  
22 purchase or resulted in its death;



1 (6) The precise findings of the examination, diagnostic  
2 tests, or necropsy;

3 (7) The treatment recommended, if any, and an estimate or  
4 the actual cost of the treatment should the purchaser  
5 choose to retain the dog and seek reimbursement for  
6 veterinary fees to cure or attempt to cure the dog;  
7 and

8 (8) The veterinarian's name, address, telephone number,  
9 and signature.

10 (d) The purchaser shall notify the seller of the examining  
11 veterinarian's name, address, and telephone number within two  
12 business days of a veterinary examination that certifies  
13 illness, defect, or death. The purchaser shall forfeit all  
14 rights under this section if the purchaser fails to notify the  
15 seller or carry out the recommended treatment prescribed by the  
16 examining veterinarian who made the initial diagnosis under  
17 section -3(a).

18 (e) The seller shall make the refund or reimbursement  
19 required by subsection (a) not later than fourteen days  
20 following the receipt of the veterinarian's certification that  
21 the dog is unfit for purchase or has died from a condition  
22 defined as unfit for purchase in this chapter. The purchaser





1 shall present the veterinarian's certification to the seller  
2 within five business days following the purchaser's receipt of  
3 the veterinarian's certification.

4       **§ -4 Disclosure of illness or defect in dog.** (a) No  
5 seller may sell a dog with an illness or a defect without first  
6 providing a written health certificate issued by a veterinarian  
7 that discloses the illness or defect at the time of sale.

8       (b) Both the seller and the purchaser shall sign the  
9 written health certificate.

10       (c) The remedies available under section -3(a) shall not  
11 be available if the seller has provided a written health  
12 certificate at the time of the sale that discloses the health  
13 problem for which the purchaser later seeks to return the dog.

14       (d) If the seller has provided a guarantee of good health,  
15 the remedies provided under section -3(a) shall be available  
16 regardless of whether the seller disclosed the health problem at  
17 the time of the sale.

18       **§ -5 Seller's contest of purchaser's demand.** (a) Upon  
19 receipt of the purchaser's notification that the dog is unfit  
20 for purchase, the seller may, within two business days, request  
21 the purchaser to produce the dog for examination by a  
22 veterinarian designated by the seller. The seller is



1 responsible for the veterinarian's fee, including any diagnostic  
2 tests or necropsy.

3 (b) If the dog is hospitalized and incapable of being  
4 transported, the purchaser's attending veterinarian shall  
5 provide all relevant information regarding the case as requested  
6 by the seller's veterinarian.

7 (c) Unless the dog is hospitalized, the purchaser's  
8 failure to produce the dog within two business days from the  
9 seller's request for examination will nullify the seller's  
10 obligation to replace, refund, or reimburse.

11 (d) Upon examination, if the purchaser and the seller are  
12 unable to reach an agreement that constitutes one of the options  
13 set forth in this chapter within fourteen business days  
14 following receipt of the dog for examination, either party may  
15 initiate an action in a court of competent jurisdiction.

16 **§ -6 Registered or registerable dogs.** (a) Any seller  
17 who advertises or otherwise represents that a dog is registered  
18 or registerable shall provide the purchaser of the dog with the  
19 following information at the time of sale:

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

21 (2) The name and registration number of the dam and sire  
22 of the purchased dog's litter; and



1           (3) The name and address of the pedigree-registry  
2                   organization where the dam and sire are registered.

3           (b) The seller shall provide all documentation necessary  
4 to effect the registration of the dog to the purchaser within  
5 one hundred twenty calendar days of the date of sale.

6           (c) If at the time of the sale, the purchaser agreed in  
7 writing to provide the seller with a signed veterinarian's  
8 certificate certifying that the dog has been spayed or neutered,  
9 the seller may withhold the dog's registration application until  
10 the purchaser supplies this certificate. The seller shall  
11 provide the registration application within ten days of  
12 receiving the veterinarian's certificate if the certificate is  
13 supplied after the one-hundred-twenty-day period.

14           (d) The seller may extend the one-hundred-twenty-day  
15 period set forth in subsection (b) if the dog is being imported  
16 from outside the United States by notifying the purchaser in  
17 writing of the reason for the extension and providing a  
18 reasonable estimate of the arrival date of the registration  
19 documents.

20           (e) If the seller fails to provide this documentation  
21 within one hundred twenty days of the date of sale or fails to  
22 notify the purchaser of an extension, the purchaser may:



- 1 (1) Return the dog and receive a full refund of the
- 2 purchase price, excluding the general excise tax; or
- 3 (2) Retain the dog and receive a refund of fifty per cent
- 4 of the purchase price, excluding the general excise
- 5 tax, from the seller.

6 **§ -7 Notice of provisions.** (a) A summary of the  
 7 provisions of this chapter shall be conspicuously posted in the  
 8 place of business of persons subject to this section. The  
 9 department of commerce and consumer affairs shall adopt rules,  
 10 pursuant to chapter 91, specifying the contents of the summary  
 11 that must be posted. In addition, the posted notice shall state  
 12 that the health record of any dog for sale is available upon  
 13 request.

14 (b) At the time of the sale, the seller shall provide the  
 15 purchaser with a written notice which shall be in ten-point,  
 16 capitalized type, in substantially the following form:

17 "THIS DISCLOSURE OF RIGHTS IS A SUMMARY OF HAWAII LAW. THE  
 18 ACTUAL PROVISIONS OF THE LAW ARE IN SECTION - , HAWAII  
 19 REVISED STATUTES."

20 **§ -8 Penalties.** (a) In addition to any other penalty,  
 21 the department of commerce and consumer affairs shall levy a





**Report Title:**

Dog Purchaser Protection

**Description:**

Requires dog sellers to provide certain information to purchasers at the time of purchase. Provides for remedies in case the dog purchased is unfit for purchase. Establishes duties for both sellers and purchasers.

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

