



1 (2) Was manifest, capable of diagnosis, or likely to have  
2 been contracted on or before the date of sale and  
3 delivery of the dog to the purchaser.

4 "Veterinarian" means an individual licensed to practice  
5 veterinary medicine under chapter 471.

6 **§ -2 Records; veterinarian health certificate.** (a) A  
7 seller, at the date of sale, shall provide a purchaser of a dog  
8 with a health record for the dog that sets forth:

9 (1) The name and address of the dog's breeder and the  
10 breeder's license information if licensed by the  
11 United States Department of Agriculture;

12 (2) The dog's breed or breeds, if known; provided that if  
13 the breed is unknown, the health record shall so  
14 indicate;

15 (3) If the dog is advertised or represented as  
16 registerable, the name and address of the pedigree  
17 registry organization where the dam and sire are  
18 registered;

19 (4) The dog's date of birth; provided that the seller may  
20 approximate the dog's date of birth if the dog is not  
21 advertised or sold as purebred, registered, or  
22 registerable;



- 1 (5) The dog's sex;
- 2 (6) The dog's color and markings;
- 3 (7) A list of:
- 4 (A) All vaccinations administered to the dog up to
- 5 the time of sale, if known; and
- 6 (B) The date each vaccination was administered and
- 7 the name of the person who administered it, if
- 8 known;
- 9 (8) A record of any known conditions that severely affect
- 10 the health of the dog, and any diseases or illnesses
- 11 with which the dog is or has been afflicted;
- 12 (9) A record of any treatment by a veterinarian or
- 13 medication that the dog has received to treat any
- 14 disease, illness, or condition while in the seller's
- 15 possession;
- 16 (10) The date, dosage, and type of any anti-parasitic
- 17 medication, if known, that was administered to the
- 18 dog; and
- 19 (11) The seller's name, address, signature, and statement
- 20 affirming that all of the information provided in the
- 21 health record is true to the best of the seller's
- 22 knowledge and belief.



1 (b) In addition to the health record required under  
2 subsection (a), the seller, at the date of sale, shall provide  
3 to the purchaser of a dog a health certificate issued by a  
4 veterinarian pursuant to a physical examination within twenty-  
5 one business days prior to the date of sale of the dog, which:

- 6 (1) Certifies that the dog is free of any contagious or  
7 infectious illness;
- 8 (2) Certifies that the dog is free from any condition that  
9 renders the dog unfit for purchase;
- 10 (3) Certifies that the dog does not appear to be  
11 clinically ill from parasitic infestation at the time  
12 of the physical examination; and
- 13 (4) Includes the veterinarian's name, address, and  
14 signature and the date of the physical examination.

15 No seller may sell a dog with an illness or a defect  
16 without first providing a written health certificate that  
17 discloses all applicable illnesses or defects. Both the seller  
18 and the purchaser shall sign the written health certificate.

19 **§ -3 Remedies.** (a) Notwithstanding the purchaser's  
20 receipt of a health certificate issued by a veterinarian  
21 certifying the dog's good health, if within twenty-one business  
22 days after the date of sale, a veterinarian determines, through



1 physical examination, diagnostic tests, or necropsy, that the  
2 dog purchased from the seller is unfit for purchase or has died  
3 as a result of a condition that rendered it unfit for purchase;  
4 or if within twenty-four months after the date of sale, a  
5 veterinarian determines through the same means that the dog  
6 purchased from the seller suffers from a congenital or  
7 hereditary defect that severely affects the health of the dog,  
8 the purchaser may, upon satisfaction of the requirements to  
9 provide notice and produce the dog pursuant to subsections (d)  
10 and (e), and upon submittal of certification as required by  
11 subsection (c):

- 12 (1) Return the dog to the seller for a complete refund of  
13 the purchase price, including the general excise tax;
- 14 (2) Return the dog to the seller for a replacement dog of  
15 the purchaser's choice that is of equal or comparable  
16 value; provided that such a dog is available; and  
17 provided further that the remedies provided under this  
18 section shall apply to the replacement dog; or
- 19 (3) Retain the dog and receive reimbursement from the  
20 seller for reasonable veterinary fees incurred in  
21 curing, attempting to cure, or addressing the  
22 suffering of the affected dog, subject to the



1           limitation that the seller's liability for  
2           reimbursement shall not be more than three times the  
3           purchase price of the dog, including the general  
4           excise tax. Veterinary fees under this paragraph  
5           shall be considered reasonable if the fees are  
6           comparable to the fees charged by other veterinarians  
7           in reasonable proximity to the treating veterinarian.  
8           Reimbursement shall not include the costs of the  
9           initial veterinary examination fee and diagnostic or  
10          treatment fees not directly related to the  
11          veterinarian's certification that the dog is unfit for  
12          purchase pursuant to this section;  
13          provided that the seller shall provide the complete refund,  
14          replace the dog, or reimburse reasonable veterinary fees  
15          pursuant to a written mutual agreement between the seller and  
16          the purchaser within fourteen days following the seller's  
17          receipt of the veterinarian's certification; provided further  
18          that the remedies available under this subsection shall not be  
19          available if the seller has provided a written health  
20          certificate at the time of the sale that discloses the health  
21          problem for which the purchaser later seeks to return the dog.



1 (b) For purposes of this section, a dog shall not be found  
2 to be unfit for purchase:

3 (1) Based on veterinary findings that the dog has or had  
4 intestinal or external parasites, unless the dog is  
5 clinically ill or dies due to that condition; or

6 (2) Because of injury sustained or illness contracted by  
7 the dog after the date of sale.

8 (c) The veterinarian's certification that must be  
9 submitted for purposes of receiving a refund, replacement dog,  
10 or reimbursement for veterinary costs under subsection (a),  
11 shall include:

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

13 (2) The date of the physical examination;

14 (3) The dog's breed and age, if known;

15 (4) That the veterinarian examined the dog;

16 (5) That the dog has or had an illness or a defect that  
17 renders it unfit for purchase or resulted in its  
18 death;

19 (6) The precise findings of the examination, diagnostic  
20 tests, or necropsy;

21 (7) The treatment recommended, if any, and an estimate or  
22 the actual cost of the treatment should the purchaser



1 choose to retain the dog and seek reimbursement for  
2 veterinary fees to cure or attempt to cure the dog;  
3 and

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

6 The veterinarian's certification shall be supplied at the  
7 purchaser's expense.

8 (d) The purchaser shall notify the seller by registered  
9 mail of the examining veterinarian's name, address, and  
10 telephone number within five business days of a veterinary  
11 examination that certifies illness, defect, or death of a dog  
12 purchased from the seller. The purchaser shall forfeit all  
13 rights under this section if the purchaser fails to notify the  
14 seller or carry out the recommended treatment prescribed by the  
15 examining veterinarian who made the initial diagnosis under  
16 section -3(a). Notification by registered mail shall be  
17 deemed complete upon deposit in the mail, postage prepaid, and  
18 addressed to the seller at the seller's last known address.

19 (e) Upon receipt of the purchaser's notification as  
20 provided in subsection (d), the seller may, within two business  
21 days, request the purchaser to produce the dog for examination  
22 by a veterinarian designated by the seller. The seller shall be





1 responsible for paying the veterinarian's fee, including any  
2 diagnostic tests or necropsy, for an examination under this  
3 subsection.

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

8 Unless the dog is hospitalized, the purchaser's failure to  
9 produce the dog within five business days from the seller's  
10 request for examination will nullify the seller's obligation to  
11 replace the dog or provide a refund or reimbursement.

12 **§ -4 Judicial remedy.** If the purchaser and the seller  
13 are unable to reach a mutual agreement in writing regarding  
14 remedial options set forth in this chapter within fourteen  
15 business days following receipt of the dog for examination by  
16 the seller's veterinarian, either party may initiate an action  
17 for remedy in a court of competent jurisdiction.

18 **§ -5 Registered or registerable dogs.** (a) Any seller  
19 who advertises or otherwise represents that a dog is registered  
20 or registerable shall provide the purchaser of the dog with the  
21 following information at the date of sale:

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



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

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

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

8           (c) If on the date of sale, the purchaser agrees in  
9 writing to provide the seller with a signed veterinarian's  
10 certificate certifying that the dog has been spayed or neutered,  
11 the seller may withhold the dog's registration application until  
12 the purchaser supplies the certificate. The seller shall  
13 provide the registration application within ten days of  
14 receiving the veterinarian's certificate if the certificate is  
15 supplied after the one-hundred-twenty-day period after the date  
16 of sale specified in subsection (b).

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



1 (e) If the seller fails to provide the registration  
2 documentation within one hundred twenty days of the date of sale  
3 or fails to notify the purchaser of an extension, the purchaser  
4 may:

- 5 (1) Return the dog and receive a full refund of the  
6 purchase price, including the general excise tax; or  
7 (2) Retain the dog and receive a refund of fifty per cent  
8 of the purchase price, including the general excise  
9 tax, from the seller.

10 **§ -6 Notice of provisions.** A summary of the provisions  
11 of this chapter shall be conspicuously posted in the place of  
12 business of sellers subject to this chapter and a copy shall be  
13 provided to purchasers on the date of sale. The department of  
14 commerce and consumer affairs shall adopt rules, pursuant to  
15 chapter 91, specifying the contents of the summary that shall be  
16 posted. In addition, the posted notice shall state that the  
17 health record of any dog for sale is available upon request.

18 **§ -7 Penalties.** (a) In addition to any other penalty,  
19 the department of commerce and consumer affairs shall levy a  
20 civil penalty of up to \$ against any seller who violates  
21 any provision of this chapter.



1 (b) Penalties collected under this section shall be  
2 deposited in the general fund of the State."

3 SECTION 2. This Act does not affect rights and duties that  
4 matured, penalties that were incurred, and proceedings that were  
5 begun before its effective date.

6 SECTION 3. This Act shall take effect on July 1, 2112.



**Report Title:**

Dog Purchaser Protection

**Description:**

Requires sellers of dogs 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 of notice and disclosure for both sellers and purchasers. Effective July 1, 2112. (HB2161 HD1)

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