

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 parasitological
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



S.B. NO. 2015

1 civil penalty of up to \$ against any seller who violates
2 any provision of this chapter.

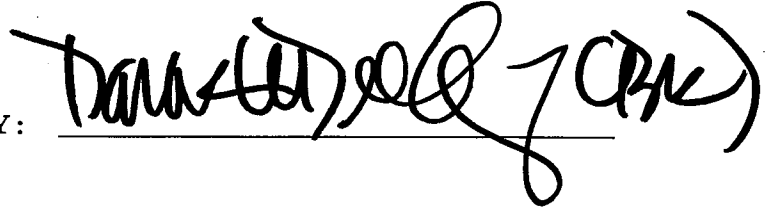
3 (b). Penalties collected under this section shall be
4 deposited in the general fund of the State."

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

8 SECTION 3. This Act shall take effect on January 1, 2013.

9

INTRODUCED BY: _____

A large, handwritten signature in black ink, appearing to read "Dan Claitor", is written over the line following "INTRODUCED BY:". The signature is stylized and includes a circled "7" and "CRK" at the end.

S.B. NO. 2015

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.

