

SB2490

Measure Title: RELATING TO ANIMAL CRUELTY.

Report Title: Express Warranty; Cats; Dogs; Pet Dealers

Description: Requires pet dealers to be responsible for the cat or dogs that they sell by having them confirm in writing whether or not the cat or dog being sold has deformities or illnesses. Provides consumers certain options should a licensed veterinarian certify that the cat or dog was unfit at the time of sale despite the waiver and establishes procedures for a challenge by pet dealers.

Companion:

Package: None

Current Referral: CPN, JDL

Introducer(s): HEE

<u>Sort by</u> <u>Date</u>		Status Text
1/20/2012	S	Introduced.
1/23/2012	S	Passed First Reading.
1/23/2012	S	Referred to CPN, JDL.
1/30/2012	S	The committee(s) on CPN has scheduled a public hearing on 02-09-12 9:00AM in conference room 229.

The Pet Depot
91-919 Fort Weaver Rd.
Ewa Beach, HI 96706

Dear Senators,

I am opposing SB2490.

While many points to SB2490 are reasonable such as providing the consumer with a certificate of veterinary inspection, showing that the dog/or cat has been examined by a Hawaii-licensed veterinarian who certifies to the best of the veterinarians knowledge, whether the cat or dog is fit for sale. These are practices that any good reputable pet store would do, and we uphold those standards at The Pet Depot.

Section 3 Waiver; rights. If a consumer receives a certificate of veterinary inspection that indicates the cat or dog is unfit for sale; the consumer may still proceed with the purchase, provided that consumer signs a waiver acknowledging that all has been disclosed and relinquishing the consumers right to return the cat or dog upon the expiration of seven days from the sale date.

Ok, so they may return the cat or dog within seven days if they decide to, that is reasonable.

I am unclear on this part (b) If the consumer signs the waiver but wishes to begin the exchange or return process

for the cat or dog, the consumer shall have the cat or dog examined by a licensed veterinarian of the consumer's choosing. If the veterinarian certifies that at the time of sale, the cat or dog was unfit for sale due to any of the reasons listed in section -2.

The consumer was already aware that the dog or cat was unfit for sale, and signed a waiver? I am not sure what this part of the bill is for.

It is clear that if a dog or cat is deemed unfit for sale and the consumer still wishes to make the purchase, and signs a waiver that should be the end of it. All unfitness should be fully disclosed at the time of the purchase. But allowing the consumer seven more days to change their mind is reasonable.

Section 4 Cat and dog express warranty; rights. (a) If within two years following the sale by a pet dealer of a cat or dog that was deemed fit for sale pursuant to section -2;

- (1) A licensed veterinarian of the consumer's choosing certifies that at the time of sale was unfit for sale due to illness or disease; the presence of symptoms of a contagious or infectious disease; or presence of internal or external parasites; excluding fleas and ticks; or a congenital or hereditary disorder that adversely affects the health of a dog or cat; or (2) the breed, sex, or health of such cat or dog is found misrepresented to the consumer, the consumer may choose one of the following options;

- (1) Return the cat or dog get a refund
- (2) Return the cat or dog and receive an exchange
- (3) Retain the cat or dog receive reimbursement for reasonable veterinary costs.

This is the part that I oppose. How can we warranty a dog or cat for two years? At the initial veterinary exam, the veterinarian who certifies the dog or cat, to the best of the veterinarian's knowledge whether the cat or dog is fit for sale. Besides the obvious outward abnormalities in a dog or cat, it would be very hard to detect a congenital or hereditary disorder in a dog or cat, without going in to extensive tests for the puppies or kittens at the time of their exam.

If after two years something "comes up" with the cat or dog, how can the pet dealer be held responsible? There are many factors that could have contributed to the unfitness two years later. Care, diet, exercise, overall living quarters, etc. I feel it is not reasonable to put the responsibility upon the pet dealer after two years have passed.

With pet ownership comes responsibility. If all things are disclosed as honestly and to the best of everyone's knowledge at the time of sale, and both parties are in agreement, then the responsibility for further care should fall on the pet owner, the one who decided and weighed all factors before making the purchase of the cat or dog. They made a choice to purchase the cat or dog.

I am all for responsible pet ownership and making sure the pets that we sell are healthy at the time of sale. There are

many factors that could harm a pet after they are out of the care of the pet dealer's hands. We cannot hold their hand for two years and be expected to be responsible for their health and well being after the cat or dog is out of our care. There is no way to monitor the care they will be receiving once the purchase is made.

Ultimately our goal is to make sure that every pet gets the best forever home!

Sincerely,

Tish Rothwell
Owner, The Pet Depot



AMERICAN
KENNEL CLUBSM

The Honorable Rosalyn H. Baker
Chair, Senate Committee on Commerce and Consumer Protection
State Capitol
415 South Beretania Street
Honolulu, HI 96813

February 8, 2012

Re. Oppose Senate Bill 2490

Dear Madam Chair:

The American Kennel Club (AKC) has numerous concerns with Senate Bill 2490, which will be considered by your committee. We respectfully write on behalf of the thousands responsible dog owners and breeders in Hawaii to ask that you not move this bill forward in its current form.

As the world's largest and most respected not-for-profit dog registry, the AKC represents 46 kennel clubs in Hawaii, comprised of hundreds of Hawaii constituents and taxpayers. In 2011 alone, AKC licensed and sanctioned 128 events in the state of Hawaii, in which more than 8,130 dogs participated. It is estimated that responsible dog owners spend over \$3.6 million each year in Hawaii on dog events and basic dog care.

The AKC supports reasonable laws and regulations intended to protect the pet-buying public in obtaining a sound dog of the breed represented. Breeders and/or sellers should be responsible for providing certain refunds, replacements, or reimbursements should the dog sold become ill or die from a condition contracted prior to the purchase. Such remedies should be conditioned upon the buyer's scrupulous adherence to the care and feeding program prescribed by the breeder and/or seller, as well as a timely examination by a state licensed veterinarian.

We are particularly concerned about the use of the term "unfit for sale." The term is not defined and implies that the animal is unhealthy and should be euthanized. It is unclear upon what criteria a veterinarian would base such a judgment. It is not clear how a veterinarian could conclude that a condition existed at the time of sale by way of an examination conducted up to two years later.

Additionally, in Section 3 it unclear why a pet purchaser would sign a waiver and then be provided seven days in which to take the dog to a veterinarian to have it certified as "unfit to purchase," which was already stipulated to in the original transaction. It is also unclear how disputes would be handled if two veterinarians provide different assessments of a dog's fitness for sale.

We urge you not to move this bill forward, in its current form. We would be pleased to provide you with samples of consumer protection bills that have proven successful in other states. We look forward to working with you as this issue progresses. Please do not hesitate to contact me at doglaw@akc.org or 919-816-3720 if I can be of further assistance.

Sincerely,

Sarah Sprouse
Government Relations Legislative Analyst

Cc: Members of the Senate Committee on Commerce and Consumer Protection

Dear Senate Members:

Please vote AGAINST SB2490!

I do not entirely disagree with SB2490. I think that this bill describes the way my family does business, for the most part, with one exception...

In our store, no pups are brought in without first being examined by a Hawaii licensed veterinarian, given their first shots and de-worming. Our customers are supplied with a 1 year warrantee good for \$1,000 or the price of the pup...whichever is higher. In addition, we offer our customers another FREE vet exam, to be completed within seven (7) days of purchase to ensure that the pup is still in the condition we disclose at time of sale and to put their warrantee into effect.

Section -4, it states that, "(a) If within two years following the sale by a pet dealer of a cat or dog that was deemed fit for sale pursuant to section -2:..." The TWO YEARS is where I take exception. I believe that this is an unreasonable length of time to hold a "pet seller", "pet store" or anyone who has made a sincere and conscionable effort to ascertain the good health of a pet they sell. At what point does an owner take responsibility for the health of their pet? If reasonable efforts have been made to ensure that the pet in question is healthy, with the expert advice of a Hawaii licensed veterinarian, how can a seller be responsible for a pet someone purchased 2 years prior? In addition, how could a veterinarian say that a dog with "parasites" or a "contagious or infectious disease" claim that those parasites or the disease were present at the time of purchase...TWO YEARS PRIOR!

I believe that this is just another way to stop the selling of puppies in pet stores. Perhaps the focus should be on unethical stores, breeders and pet owners instead of EVERYONE that owns a pet store! We love animals! That's why we are part of this industry. We do not support puppy mills or anyone who does not care for their animals appropriately! Please punish those guilty and let the rest of us who, in good conscience, do our best to earn a living...earn our living in peace! We shouldn't have to defend ourselves against a crime someone else may have committed. And, by all means, come and visit our store...talk with us...see how we run our business...we are offended at being generalized! We are not part of a "club" or any other kind of larger group. Pet stores, selling puppies here on Oahu, are for the most part, family owned and operated businesses...individuals. Please treat and portray us as individuals.

Respectfully submitted,

Debbie Baker
Owner Member
The Pet Hale

Opposition to S.B. NO. 2490

As a pet store co-owner operating The Pet Hale with my wife and two teenage daughters, I wish to vigorously state my opposition to S.B. 2490.

Although several items mentioned in this bill should be implemented (most have always been part of our procedures at The Pet Hale), the following items as referenced below should be removed:

-4 Cat and dog express warranty; rights

- (a) There is no possible way a veterinarian, after 1-2 years, can deem a dog or cat was “unfit” at the time of purchase. If a licensed veterinarian has stated in writing that an animal was found fit for purchase at a customer’s post purchase exam (which we provide within 1 week of purchase), it should be sufficient. We currently have a warranty that covers any congenital or hereditary defect or illness present in the puppy at time of purchase for 1 year, extendable to 5 years, but it is not contingent on finding fault with the original veterinarian’s exam. If a current veterinarian finds the illness is congenital or hereditary in nature, it is covered.
- (1), (2) It is not feasible for a dog or cat to be returned after the initial post purchase exam (one week). Although veterinarian expenses may and should be paid for if congenital or hereditary in nature, at some point a pet owner needs to take responsibility for their purchase, as well. It is not in the pet’s best interest to allow for a return after months or even years and undergo the rehoming process a second time, at an age when it is much more difficult for them to adjust.

We have all seen recent news concerning puppy mills in Hawaii and the Pet Shop connected to them. We understand these measures have the intent to protect animal’s welfare, but we ask that you please temper the decisions being made with the rights of Hawaii based small businesses, as well.

Thank you for your time,

Sincerely,

Ricky A Baker

February 7, 2012

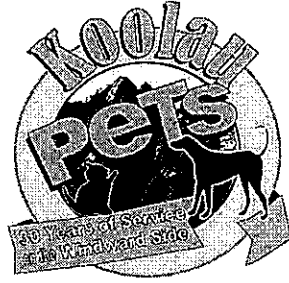
Dear Senate Members,

I oppose SB2490. I believe that it is wrong to make pet stores/sellers provide their buyers with a warranty that forces the seller to take the animal back within **TWO YEARS** of the sale if deemed unfit within that time period.

No one is being forced to buy pets! If a person doesn't feel comfortable buying from a pet store/seller then they don't have to buy from them.

In a pet's life (as in a person's) there will most likely be some kind of medical expense that comes up later in life. It is the responsibility of the owner of the animal to pay for them. I agree that no one should be allowed to sell an unhealthy pet dishonestly without consequences. I also believe that a pet seller can only do so much if the pet has already been checked by a vet and to the knowledge of the seller the pet is healthy.

Sincerely,
Brandy Baker



Koolau Pets Inc.
46-056 Kamehameha Hwy.
Kaneohe, HI 96744
Ph: 235-6477/Fax: 235-6479
Email:koolaupets@yahoo.com

February 8, 2012

RE: SB2490

We are in complete agreement with **Section-2 Contract; certificate of fitness and Section-3 Waiver' rights**. We have been working with a veterinarian for 20 years and we have always provided Medical Records with Doctors notes, Vaccinations, Fecal check, worming or any other type of medication that is given to pets before sale as well as any other physical problems that may be noticed at time of examination.

Now, when it comes to **Section-4 Cat and dog express warranty; rights**, we oppose the 2 year warranty. This time frame should be really thought out before imposing it. We feel that it is too long a period of time. Do you think anyone would want to return their dog after having it even after a year? There are different ways to handle this with each situation that arises. We should have rights too. What if they have been battling an issue from the time they purchased the puppy to say a year? We feel it is the consumers' responsibility to let us know right off the bat if they are dealing with an issue that maybe we could've come to some type of decision early on.

- It would save us a lot of money to pay for veterinary costs incurred up until that point.
- It would save the consumer a lot of pain and heartache as well as money taking care of this pet.
- We would be able to either return to breeder or even find a home where the person is aware of the issues and is willing to take on that responsibility.

When we take in puppies, we take all information from seller and are in contact with them if any problems arise. Please think about this 2 year warranty. Maybe do a little research as to what is a reasonable time frame.

Mahalo for your time giving us
the opportunity to voice our opinion,
Mel & Napua Furtado and the Staff of Koolau Pets

Testimony for CPN 2/9/2012 9:00:00 AM SB2490

Conference room: 229
Testifier position: Oppose
Testifier will be present: No
Submitted by: Cindy Bryant
Organization: Individual
E-mail: Cinberlin56@hotmail.com
Submitted on: 2/1/2012

Comments:

Response to SB2490

Jeffrey and Cindy Bryant (Cinberlin Kennels/The Lihue Pet Shop LLC)

SB2490 is another blatant attempt to control / regulate industry based on a single parties best interest disregarding the majorities point-of-view. SB2490 attempts to provide a "nanny-state" government blanket while disguised as a consumer protection / animal rights bill. The noble approach to this bill is nearly almost none existent while putting the liability of any pet sale completely on the seller. It is not realistic to pin the ownership of burden, regardless the buyer's decision making process, on the seller / dealer. SB2490 suggests that all "pet dealers," which is so broadly defined it would be everyone and anyone, are criminals and dishonest. It further suggests that all "pet buyers" are brainless and need the protection and regulation of the state in order to make a proper pet purchase. In addition, the bill demands that "pet dealers" put a warranty on life. The whole concept of a warranty on life is preposterous! The state doesn't hold any other retailer / individual to the same standard. We don't hold car dealers or individuals liable for "as-is" car sales. We don't hold Walmart liable for a Ziplock bag that leaks. Yet the state can find the time to year an industry killing bill which would create a monopoly market on the behalf of the Hawaii Human Society.

The bill defines a "Pet Dealer" as anyone who is not the Human Society or State Animal Control. The bill basically attacks the United States' free capital approach by alienating every entity except for the Human Society. Doesn't that sound unconstitutional?

A "contract of fitness" is a common practice for nearly every reputable breeder. No law in the State of Hawaii requires a retailer or individual to hold responsibility for any object or thing , live or inanimate, while not under the direct control of that dealer or individual. The bill demands that a buyer poses the opportunity to remove an animal from its home for seven calendar days without direct oversight of the seller and the seller would still be responsible for all actions of the buyer.

Is the Human Society going to take responsibility for every animal that they put up for adoption? What about an animal that is imperfect with regard to good health? Is the Human Society going to put every animal to sleep that doesn't meet the State of Hawaii's health standards?

SB2490 suggests that every individual who has a litter should bring the entire litter of animals to the Human Society for adoption in fear of prosecution. The State of Hawaii and the Human Society falls short on the enforcement of the current animal rights laws in place. This bill will also be unenforceable and will increase the number of animals brought to the Human Society tenfold. The bill will remove the right for a consumer to purchase the animal of their choice.

Reputable breeders across the State of Hawaii support the defense of animal rights hands down. Unfortunately we cannot stand behind this bill as it will be the death sentence for "unhealthy pets," local business, dog enthusiasts and consumer rights.

Testimony for CPN 2/9/2012 9:00:00 AM SB2490

Conference room: 229

Testifier position: Support

Testifier will be present: No

Submitted by: Nancy Davlantes

Organization: Individual

E-mail: ndavlantes@aol.com

Submitted on: 2/4/2012

Comments:

In light of the shameful and heartbreaking situation at the Waimanalo puppy farm last year, the least that can be done is have pet dealers certify the origin and health of the animals they sell to the public and offer buyers a recourse in the event their purchase was not what they were promised. This should benefit not only the buyers but the animals they buy.