

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 386 Session of
1997

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DeLUCA, BELARDI, SEYFERT AND STEVENSON, FEBRUARY 11, 1997

AS REPORTED FROM COMMITTEE ON CONSUMER AFFAIRS, HOUSE OF
REPRESENTATIVES, AS AMENDED, MARCH 12, 1997

AN ACT

1 Amending Title 18 (Crimes and Offenses) of the Pennsylvania
2 Consolidated Statutes, providing for the sale of dogs; and
3 providing penalties.

4 The General Assembly of the Commonwealth of Pennsylvania
5 hereby enacts as follows:

6 Section 1. Title 18 of the Pennsylvania Consolidated
7 Statutes is amended by adding a section to read:

8 § 7330. Sale of dogs.

9 (a) General rule.--

10 (1) A seller shall provide a purchaser of a dog with a
11 health record for a dog at the time of sale. In addition, the
12 seller shall provide to the purchaser a health certificate
13 issued by a veterinarian within 21 days prior to the date of
14 sale for the dog or a guarantee of good health issued and
15 signed by the seller. The health record supplied by the

1 seller shall set forth the following:

2 (i) The dog's breed. If the breed is unknown or
3 mixed, the health record shall so indicate. If the dog is
4 advertised or represented as registrable, the name and
5 address of the pedigree registry organization where the
6 dam and sire are registered shall be indicated.

7 (ii) The dog's date of birth. If the dog is not
8 advertised as or sold as purebred, registered or
9 registrable, the date of birth may be approximated, if
10 not known by the seller.

11 (iii) The dog's sex.

12 (iv) The dog's color and markings.

13 (v) A list of all vaccinations, if known,
14 administered to the dog, the date and type of
15 vaccinations and the name of the person who administered
16 them, if known, up to the date of sale; a record of any
17 known disease, illness or condition with which the dog is
18 or has been afflicted at the time of the sale; and a
19 record of any veterinary treatment or medication received
20 by the dog while in possession of the seller to treat any
21 disease, illness or condition.

22 (vi) The date, dosage and type of any parasitical
23 medicine, if known, that was administered to the dog.

24 (vii) The name, address and signature of the seller,
25 along with a statement affirming all of the information
26 provided in this subsection is true to the best of the
27 seller's knowledge and belief.

28 (2) (i) A health certificate issued by a veterinarian
29 shall certify the dog sold by the seller to be apparently
30 free of any contagious or infectious illness and

1 apparently free from any defect which is congenital or
2 hereditary and diagnosable with reasonable accuracy and
3 does not appear to be clinically ill from parasitic
4 infestation at the time of the physical examination. The
5 health certificate shall include the name, address and
6 signature of the veterinarian and the date the dog was
7 examined.

8 (ii) (A) A guarantee of good health shall be issued
9 by the seller, and dated and signed by the seller and
10 the purchaser on the date of the sale, and shall
11 warrant that the dog being sold is apparently free of
12 and does not exhibit any signs of any contagious or
13 infectious disease, is apparently free from and does
14 not exhibit any signs of any defect which is
15 congenital or hereditary; and does not exhibit any
16 signs of being clinically ill or exhibit any signs of
17 a parasitic infestation on the date of the sale. The
18 guarantee of good health shall clearly state in bold
19 type:

20 THIS GUARANTEE DOES NOT WARRANT THAT THIS DOG
21 HAS BEEN EXAMINED BY A VETERINARIAN. THE
22 PURCHASER IS ENCOURAGED TO HAVE THIS DOG
23 EXAMINED BY A VETERINARIAN AS SOON AFTER
24 PURCHASE AS IS FEASIBLE.

25 (B) The seller shall also verbally state the
26 facts set forth in clause (a) to the purchaser.

27 (b) Purchaser's options.--

28 (1) If, within ten days after the date of purchase, a
29 dog purchased from a seller is determined, through physical
30 examination, diagnostic tests or necropsy by a veterinarian,

1 to be clinically ill or dies from any contagious or
2 infectious illness or any parasitic illness which renders it
3 unfit for purchase or results in its death, the purchaser may
4 exercise one of the following options:

5 (i) Return the dog to the seller for a complete
6 refund of the purchase price, not including the sales
7 tax.

8 (ii) Return the dog to the seller for a replacement
9 dog of equal value, of the purchaser's choice, providing
10 a replacement dog is available.

11 (iii) Retain the dog and be entitled to receive
12 reimbursement from the seller for reasonable veterinary
13 fees incurred in curing or attempting to cure the
14 affected dog, subject to the limitation that the seller's
15 liability for reimbursement shall not exceed the purchase
16 price, not including sales tax, of the dog. This
17 subparagraph shall apply only if the purchaser's
18 veterinarian determines the dog's illness can be treated
19 and corrected by procedures that are appropriate and
20 customary. The value of these services is considered
21 reasonable if comparable to the value of similar services
22 rendered by other licensed veterinarians in reasonable
23 proximity to the treating veterinarian. Reimbursement
24 shall not include the costs of the initial veterinary
25 examination fee and diagnostic or treatment fees not
26 directly related to the veterinarian's certification that
27 the animal is unfit for purchase under this section. If,
28 however, the purchaser's veterinarian determines the
29 dog's illness is incurable, only the options in
30 subparagraphs (i) and (ii) shall apply.

1 (2) For the purposes of this subsection, veterinary
2 findings of intestinal and external parasites shall not be
3 grounds for declaring the dog unfit for purchase unless the
4 dog is clinically ill or dies due to that condition. A dog
5 shall not be found unfit for purchase on account of injury
6 sustained or illness most likely contracted subsequent to the
7 date of sale. If, within 30 days after the date of purchase,
8 a dog purchased from a seller is certified through physical
9 examination, diagnostic tests or necropsy by a veterinarian
10 that the dog has, or died from, a defect which is congenital
11 or hereditary and which adversely affects or affected the
12 health of the animal, the purchaser may exercise one of the
13 options as provided in subparagraph (i), (ii) or (iii).
14 Remedies available under subparagraphs (i), (ii) and (iii)
15 shall also apply to replacement dogs.

16 (c) Veterinarian's certification.--A veterinarian's
17 certification of illness, congenital or hereditary defects or
18 death shall be necessary for a refund or replacement or to
19 receive reimbursement for veterinary costs if the dog is
20 retained by the purchaser and treated for illness or congenital
21 or hereditary defect as provided in this section. The
22 veterinarian's certification shall be supplied at the
23 purchaser's expense. The veterinarian's certification shall
24 state the following information:

25 (1) The purchaser's name and address.

26 (2) The date the dog was examined.

27 (3) The breed and age of the dog.

28 (4) (i) That the veterinarian examined the dog.

29 (ii) That the dog has or had an illness as described
30 in subsection (b), or a defect as described in subsection

1 (b), which renders it unfit for purchase or which
2 resulted in its death.

3 (iii) The precise findings of the examination,
4 diagnostic tests or necropsy.

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

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

11 (d) Disclosures.--Within two business days of a veterinary
12 examination which certifies illness, defect or death the
13 purchaser shall notify the seller of the name, address and
14 telephone number of the examining veterinarian. Failure to
15 notify the seller or to carry out the recommended treatment
16 prescribed by the examining veterinarian who made the initial
17 diagnosis until a remedy as provided for in subsection (b) is
18 agreed upon shall result in the purchaser's forfeiture of rights
19 under this section. Subsection (b) shall not apply where a
20 seller, who has provided a health certificate issued by a
21 veterinarian, discloses in writing at the time of sale the
22 health problem for which the buyer later seeks to return the
23 dog. Such disclosures shall be signed by both the seller and
24 purchaser. Where the seller has provided a guarantee of good
25 health, subsection (b) shall apply regardless of whether the
26 seller disclosed the health problem at the time of sale.

27 (e) Refund or reimbursement by seller.--The refund or
28 reimbursement required by this section shall be made by the
29 seller not later than 14 days following receipt of the
30 veterinarian's certification that the dog is unfit for purchase

1 or has died from a condition defined as unfit for purchase in
2 this section. The certification shall be presented to the seller
3 not later than five days following receipt thereof by the
4 purchaser.

5 (f) Examination by seller's veterinarian.--In the event that
6 the seller wishes to contest a demand for refund, replacement or
7 reimbursement made by a purchaser pursuant to this section, the
8 seller shall have the right, within two business days of
9 notification by purchaser of a condition which renders the dog
10 unfit for purchase as required in subsection (b), to require the
11 purchaser to produce the dog for examination by a licensed
12 veterinarian designated by the seller. The veterinarian's fee
13 for this examination, including any diagnostic tests for
14 necropsy, shall be paid by the seller. If the dog is incapable
15 of being transported because of being hospitalized, the
16 purchaser's attending veterinarian shall provide all relevant
17 information regarding the case as requested by the seller's
18 veterinarian. Unless the dog is hospitalized, failure to produce
19 the dog within two business days from examination by the
20 purchaser will nullify any obligation to replace, refund or
21 reimburse by the seller. Upon examination, if the purchaser and
22 the seller are unable to reach an agreement which constitutes
23 one of the options set forth in this section within 14 days
24 following receipt of the dog for the examination, either party
25 may initiate an action in a court of competent jurisdiction.

26 (g) Registered or registrable dogs.--

27 (1) Any seller who advertises or otherwise represents
28 that a dog is registered or registerable shall provide the
29 purchaser of the dog with the following information at the
30 time of sale:

1 (i) The breeder's name and address.

2 (ii) The name and registration number of the dam and
3 sire of the purchased dog's litter.

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

6 (2) All documentation necessary to effect the
7 registration of the dog shall be provided by the seller to
8 the owner within 120 days of the date of sale. The 120-day
9 period may be extended by the seller if the dog is being
10 imported from outside the United States by notifying the
11 purchaser in writing of the reason for the extension and a
12 reasonable estimate of the arrival date of the registration
13 documents.

14 (3) If the seller fails to provide this documentation
15 within 120 days of the date of sale or fails to notify the
16 purchaser of an extension under paragraph (2), the purchaser
17 may elect one of the following remedies:

18 (i) Return the dog and receive a full refund of the
19 purchase price, not including sales tax.

20 (ii) Retain the dog and receive a refund from the
21 seller in an amount equal to 50% of the purchase price.

22 (4) The seller may withhold the dog's registration
23 application until the purchaser supplies the seller with a
24 signed veterinarian's certificate stating that the dog has
25 been spayed or neutered, if that withholding of the
26 application was agreed to in writing by the purchaser at the
27 time of sale. The seller shall provide the registration
28 application within ten days of receiving the veterinarian's
29 certificate if the certificate is supplied beyond the 120-day
30 period provided for in paragraph (2).

1 (h) Summary of law.--

2 (1) A summary of the provisions of this section shall be
3 conspicuously posted in the place of business of persons
4 subject to this section. The Office of Attorney General shall
5 promulgate regulations specifying the contents of the summary
6 which must be posted. In addition, the posted notice shall
7 state that the health record information is available on
8 request.

9 (2) At the time of the sale, the seller shall provide
10 the purchaser with a written notice setting forth the rights
11 provided under this section. The notice shall include the
12 following statement:

13 THIS DISCLOSURE OF RIGHTS IS A SUMMARY OF
14 PENNSYLVANIA LAW. THE ACTUAL PROVISIONS OF THE LAW
15 ARE IN THE PENNSYLVANIA CRIMES CODE.

16 (i) Enforcement.--

17 (1) The Office of Attorney General shall enforce the
18 provisions of this section.

19 (2) In addition to any other penalty under this act, a
20 ~~civil penalty of up to \$1,000 on any current licensee shall~~ <—
21 ~~be levied against any person who violates any provision of~~
22 ~~this section or any person who conducts business under this~~
23 ~~section without proper license to do so. A penalty shall be~~
24 ~~levied for each violation.~~ COURT OF COMPETENT JURISDICTION <—
25 MAY ASSESS A CIVIL PENALTY NOT TO EXCEED \$1,000 UPON ANY
26 LICENSEE UNDER THE ACT OF DECEMBER 27, 1974 (P.L.995,
27 NO.326), KNOWN AS THE VETERINARY MEDICINE PRACTICE ACT, THE
28 ACT OF DECEMBER 7, 1982 (P.L.784, NO.225), KNOWN AS THE DOG
29 LAW, OR THE ANIMAL WELFARE ACT (PUBLIC LAW 89-544, 7 U.S.C. §
30 2131 ET SEQ.), OR THE VETERINARY MEDICINE PRACTICE ACT OF ANY

1 OTHER STATE WHO VIOLATES A PROVISION OF THIS SECTION OR ANY
2 PERSON WHO CONDUCTS A BUSINESS UNDER THIS SECTION WITHOUT A
3 LICENSE REQUIRED UNDER THE DOG LAW, THE VETERINARY MEDICINE
4 PRACTICE ACT, THE ANIMAL WELFARE ACT OR THE VETERINARY
5 MEDICINE PRACTICE ACT OF ANY OTHER STATE. A CIVIL PENALTY MAY
6 BE ASSESSED FOR EACH VIOLATION. NO CIVIL PENALTY SHALL BE
7 ASSESSED UNLESS THE PERSON CHARGED HAS BEEN GIVEN NOTICE AND
8 OPPORTUNITY FOR A HEARING IN ACCORDANCE WITH LAW.

9 (3) A purchaser shall file a complaint pursuant to this
10 section by reporting it to the Bureau of Consumer Protection
11 of the Office of Attorney General.

12 (j) Penalty.--A person who KNOWINGLY AND INTENTIONALLY <—
13 violates any provision of this section or ~~who~~ conducts business <—
14 under this section without proper license UNDER THE ACT OF <—
15 DECEMBER 27, 1974 (P.L.995, NO.326), KNOWN AS THE VETERINARY
16 MEDICINE PRACTICE ACT, THE ACT OF DECEMBER 7, 1982 (P.L.784,
17 NO.225), KNOWN AS THE DOG LAW, OR THE ANIMAL WELFARE ACT (PUBLIC
18 LAW 89-544, 7 U.S.C. § 2131 ET SEQ.) OR THE VETERINARY MEDICINE
19 PRACTICE ACT OF ANY OTHER STATE to do so commits a misdemeanor
20 of the third degree.

21 (k) Definitions.--As used in this section, the following
22 words and phrases shall have the meanings given to them in this
23 subsection:

24 "Seller." A kennel, pet shop operator or other individual
25 who sells dogs to the public and who owns or operates a kennel
26 or pet shop licensed by the Pennsylvania Department of
27 Agriculture or the United States Department of Agriculture. The
28 term shall not include nonprofit kennels as defined under the
29 act of December 7, 1982 (P.L.784, No.225), known as the Dog Law.

30 "Unfit for purchase." Any disease, deformity, injury,

1 physical condition, illness or ~~any defect which is~~ congenital or <—
2 hereditary and ~~which~~ DEFECT, WHICH DISEASE, DEFORMITY, INJURY, <—
3 PHYSICAL CONDITION, ILLNESS OR DEFECT severely affects the
4 health of the ~~animal~~ DOG or ~~which~~ was manifest, capable of <—
5 diagnosis or likely to have been contracted on or before the
6 sale and delivery of the ~~animal~~ DOG to the consumer. <—

7 "Veterinarian." An individual licensed under the laws of
8 this Commonwealth or any other state to practice veterinary
9 medicine and surgery.

10 Section 2. This act shall take effect in 60 days.