

THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 182 Session of 1997

INTRODUCED BY GREENLEAF, TARTAGLIONE, BELL, STOUT, HELFRICK,
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JANUARY 29, 1997

REFERRED TO AGRICULTURE AND RURAL AFFAIRS, JANUARY 29, 1997

AN ACT

1 Amending Title 18 (Crimes and Offenses) of the Pennsylvania
2 Consolidated Statutes, providing for the sale of dogs and for
3 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
16 seller shall set forth the following:

17 (i) The dog's breed. If the breed is unknown or

1 mixed, the health record shall so indicate. If the dog is
2 advertised or represented as registrable, the name and
3 address of the pedigree registry organization where the
4 dam and sire are registered shall be indicated.

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

9 (iii) The dog's sex.

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

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

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

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

26 (2) (i) A health certificate issued by a veterinarian
27 shall certify the dog sold by the seller to be apparently
28 free of any contagious or infectious illness and
29 apparently free from any defect which is congenital or
30 hereditary and diagnosable with reasonable accuracy and

1 does not appear to be clinically ill from parasitic
2 infestation at the time of the physical examination. The
3 health certificate shall include the name, address and
4 signature of the veterinarian and the date the dog was
5 examined.

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

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

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

24 (b) Purchaser's options.--

25 (1) If, within ten days after the date of purchase, a
26 dog purchased from a seller is determined, through physical
27 examination, diagnostic tests or necropsy by a veterinarian,
28 to be clinically ill or dies from any contagious or
29 infectious illness or any parasitic illness which renders it
30 unfit for purchase or results in its death, the purchaser may

1 exercise one of the following options:

2 (i) Return the dog to the seller for a complete
3 refund of the purchase price, not including the sales
4 tax.

5 (ii) Return the dog to the seller for a replacement
6 dog of equal value of the purchaser's choice, providing a
7 replacement dog is available.

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

28 (2) For the purposes of this subsection, veterinary
29 findings of intestinal and external parasites shall not be
30 grounds for declaring the dog unfit for purchase unless the

dog is clinically ill or dies due to that condition. A dog shall not be found unfit for purchase on account of injury sustained or illness most likely contracted subsequent to the date of sale. If, within 30 days after the date of purchase, a dog purchased from a seller is certified through physical examination, diagnostic tests or necropsy by a veterinarian that the dog has or died from a defect which is congenital or hereditary and which adversely affects or affected the health of the animal, the purchaser may exercise one of the options as provided in paragraph (1). Remedies available under paragraph (1) shall also apply to replacement dogs.

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

(1) The purchaser's name and address.

(2) The date the dog was examined.

(3) The breed and age of the dog.

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

(ii) That the dog has or had an illness as described in subsection (b), or a defect as described in subsection (b), which renders it unfit for purchase or which resulted in its death.

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

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

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

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

23 (e) Refund or reimbursement by seller.--The refund or
24 reimbursement required by this section shall be made by the
25 seller not later than 14 days following receipt of the
26 veterinarian's certification that the dog is unfit for purchase
27 or has died from a condition defined as unfit for purchase in
28 this section. The certification shall be presented to the seller
29 not later than five days following receipt thereof by the
30 purchaser.

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

22 (g) Registered or registrable dogs.--

23 (1) Any seller who advertises or otherwise represents
24 that a dog is registered or registerable shall provide the
25 purchaser of the dog with the following information at the
26 time of sale:

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

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

30 (iii) The name and address of the pedigree registry

1 organization where the dam and sire are registered.

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

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

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

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

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

27 (h) Summary of law.--

28 (1) A summary of the provisions of this section shall be
29 conspicuously posted in the place of business of persons
30 subject to this section. The Office of Attorney General shall

1 promulgate regulations specifying the contents of the summary
2 which must be posted. In addition, the posted notice shall
3 state that the health record information is available on
4 request.

5 (2) At the time of the sale, the seller shall provide
6 the purchaser with a written notice setting forth the rights
7 provided under this section. The notice shall include the
8 following statement:

9 THIS DISCLOSURE OF RIGHTS IS A SUMMARY OF PENNSYLVANIA
10 LAW. THE ACTUAL PROVISIONS OF THE LAW ARE IN THE
11 PENNSYLVANIA CRIMES CODE.

12 (i) Enforcement.--

13 (1) The Office of Attorney General shall enforce the
14 provisions of this section.

15 (2) In addition to any other penalty under this act, a
16 civil penalty of up to \$1,000 on any current licensee shall
17 be levied against any person who violates any provision of
18 this section or any person who conducts business under this
19 section without proper license to do so. A penalty shall be
20 levied for each violation.

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

24 (j) Penalty.--A person who violates any provision of this
25 section or who conducts business under this section without
26 proper license to do so commits a misdemeanor of the third
27 degree.

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

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

7 "Unfit for purchase." Any disease, deformity, injury,
8 physical condition, illness or any defect which is congenital or
9 hereditary and which severely affects the health of the animal
10 or which was manifest, capable of diagnosis or likely to have
11 been contracted on or before the sale and delivery of the animal
12 to the consumer.

13 "Veterinarian." An individual licensed under the laws of
14 this Commonwealth or any other state to practice veterinary
15 medicine and surgery.

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