

THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 182 Session of
1997

INTRODUCED BY GREENLEAF, TARTAGLIONE, BELL, STOUT, HELFRICK,
HECKLER, SALVATORE, SCHWARTZ, RHOADES, TOMLINSON, WILLIAMS,
THOMPSON, KUKOVICH, AFFLERBACH, DELP, MELLOW, BELAN,
BRIGHTBILL AND ULIANA, JANUARY 29, 1997

SENATOR DELP, AGRICULTURE AND RURAL AFFAIRS, AS AMENDED,
APRIL 8, 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 AMENDING THE ACT OF DECEMBER 17, 1968 (P.L.1224, NO.387), <—
5 ENTITLED "AN ACT PROHIBITING UNFAIR METHODS OF COMPETITION
6 AND UNFAIR OR DECEPTIVE ACTS OR PRACTICES IN THE CONDUCT OF
7 ANY TRADE OR COMMERCE, GIVING THE ATTORNEY GENERAL AND
8 DISTRICT ATTORNEYS CERTAIN POWERS AND DUTIES AND PROVIDING
9 PENALTIES," PROVIDING PROTECTION FOR DOG PURCHASER; IMPOSING
10 DUTIES ON THE ATTORNEY GENERAL; AND PROVIDING FOR RECORDS AND
11 FOR PENALTIES.

12 The General Assembly of the Commonwealth of Pennsylvania
13 hereby enacts as follows:

14 ~~Section 1. Title 18 of the Pennsylvania Consolidated~~ <—
15 ~~Statutes is amended by adding a section to read:~~
16 ~~§ 7330. Sale of dogs.~~
17 ~~(a) General rule.~~
18 ~~(1) A seller shall provide a purchaser of a dog with a~~
19 ~~health record for a dog at the time of sale. In addition, the~~
20 ~~seller shall provide to the purchaser a health certificate~~
21 ~~issued by a veterinarian within 21 days prior to the date of~~

~~sale for the dog or a guarantee of good health issued and signed by the seller. The health record supplied by the seller shall set forth the following:~~

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

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

~~(iii) The dog's sex.~~

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

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

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

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

~~(2) (i) A health certificate issued by a veterinarian~~

~~shall certify the dog sold by the seller to be apparently free of any contagious or infectious illness and apparently free from any defect which is congenital or hereditary and diagnosable with reasonable accuracy and does not appear to be clinically ill from parasitic infestation at the time of the physical examination. The health certificate shall include the name, address and signature of the veterinarian and the date the dog was examined.~~

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

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

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

~~(b) Purchaser's options.~~

~~(1) If, within ten days after the date of purchase, a~~

~~dog purchased from a seller is determined, through physical examination, diagnostic tests or necropsy by a veterinarian, to be clinically ill or dies from any contagious or infectious illness or any parasitic illness which renders it unfit for purchase or results in its death, the purchaser may exercise one of the following options:~~

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

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

~~(iii) Retain the dog and be entitled to receive reimbursement from the seller for reasonable veterinary fees incurred in curing or attempting to cure the affected dog, subject to the limitation that the seller's liability for reimbursement shall not exceed the purchase price, not including sales tax, of the dog. This subparagraph shall apply only if the purchaser's veterinarian determines the dog's illness can be treated and corrected by procedures that are appropriate and customary. The value of these services is considered reasonable if comparable to the value of similar services rendered by other licensed veterinarians in reasonable proximity to the treating veterinarian. Reimbursement shall not include the costs of the initial veterinary examination fee and diagnostic or treatment fees not directly related to the veterinarian's certification that the animal is unfit for purchase under this section. If, however, the purchaser's veterinarian determines the~~

~~dog's illness is incurable, only the options in
subparagraphs (i) and (ii) shall apply.~~

~~(2) For the purposes of this subsection, veterinary
findings of intestinal and external parasites shall not be
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.~~

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

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

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

~~(e) Refund or reimbursement by seller. The refund or reimbursement required by this section shall be made by the seller not later than 14 days following receipt of the~~

~~veterinarian's certification that the dog is unfit for purchase or has died from a condition defined as unfit for purchase in this section. The certification shall be presented to the seller not later than five days following receipt thereof by the purchaser.~~

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

~~(g) Registered or registrable dogs.~~

~~(1) Any seller who advertises or otherwise represents that a dog is registered or registerable shall provide the purchaser of the dog with the following information at the~~

~~time of sale:~~

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

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

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

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

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

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

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

~~(4) The seller may withhold the dog's registration
application until the purchaser supplies the seller with a
signed veterinarian's certificate stating that the dog has
been spayed or neutered, provided that withholding of the
application was agreed to in writing by the purchaser at the
time of sale. The seller shall provide the registration
application within ten days of receiving the veterinarian's
certificate if the certificate is supplied beyond the 120 day~~

1 ~~period provided for in paragraph (2).~~

2 ~~(h) Summary of law.~~

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

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

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

17 ~~(i) Enforcement.~~

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

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

26 ~~(3) A purchaser shall file a complaint pursuant to this~~
27 ~~section by reporting it to the Bureau of Consumer Protection~~
28 ~~of the Office of Attorney General.~~

29 ~~(j) Penalty. A person who violates any provision of this~~
30 ~~section or who conducts business under this section without~~

1 ~~proper license to do so commits a misdemeanor of the third~~
2 ~~degree.~~

3 ~~(k) Definitions. As used in this section, the following~~
4 ~~words and phrases shall have the meanings given to them in this~~
5 ~~subsection:~~

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

12 ~~"Unfit for purchase." Any disease, deformity, injury,~~
13 ~~physical condition, illness or any defect which is congenital or~~
14 ~~hereditary and which severely affects the health of the animal~~
15 ~~or which was manifest, capable of diagnosis or likely to have~~
16 ~~been contracted on or before the sale and delivery of the animal~~
17 ~~to the consumer.~~

18 ~~"Veterinarian." An individual licensed under the laws of~~
19 ~~this Commonwealth or any other state to practice veterinary~~
20 ~~medicine and surgery.~~

21 ~~Section 2. This act shall take effect in 60 days.~~

22 SECTION 1. THE ACT OF DECEMBER 17, 1968 (P.L.1224, NO.387), <—
23 KNOWN AS THE UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW,
24 REENACTED AND AMENDED NOVEMBER 24, 1976 (P.L.1166, NO.260), IS
25 AMENDED BY ADDING A SECTION TO READ:

26 SECTION 9.3. DOG PURCHASER PROTECTION.--(A) (1) A SELLER
27 SHALL PROVIDE A PURCHASER OF A DOG WITH A HEALTH RECORD FOR A
28 DOG AT THE TIME OF SALE. IN ADDITION, THE SELLER SHALL PROVIDE
29 TO THE PURCHASER A HEALTH CERTIFICATE ISSUED BY A VETERINARIAN
30 WITHIN TWENTY-ONE DAYS PRIOR TO THE DATE OF SALE FOR THE DOG OR

A GUARANTEE OF GOOD HEALTH ISSUED AND SIGNED BY THE SELLER. THE HEALTH RECORD SUPPLIED BY THE SELLER SHALL SET FORTH THE FOLLOWING:

(I) THE DOG'S BREED. IF THE BREED IS UNKNOWN OR MIXED, THE HEALTH RECORD SHALL SO INDICATE. IF THE DOG IS ADVERTISED OR REPRESENTED AS REGISTRABLE, THE NAME AND ADDRESS OF THE PEDIGREE REGISTRY ORGANIZATION WHERE THE DAM AND SIRE ARE REGISTERED SHALL BE INDICATED.

(II) THE DOG'S DATE OF BIRTH. IF THE DOG IS NOT ADVERTISED AS OR SOLD AS PUREBRED, REGISTERED OR REGISTRABLE, THE DATE OF BIRTH MAY BE APPROXIMATED, IF NOT KNOWN BY THE SELLER.

(III) THE DOG'S SEX.

(IV) THE DOG'S COLOR AND MARKINGS.

(V) A LIST OF ALL VACCINATIONS, IF KNOWN, ADMINISTERED TO THE DOG, THE DATE AND TYPE OF VACCINATIONS AND THE NAME OF THE PERSON WHO ADMINISTERED THEM, IF KNOWN, UP TO THE DATE OF SALE; A RECORD OF ANY KNOWN DISEASE, ILLNESS OR CONDITION WITH WHICH THE DOG IS OR HAS BEEN AFFLICTED AT THE TIME OF THE SALE; AND A RECORD OF ANY VETERINARY TREATMENT OR MEDICATION RECEIVED BY THE DOG WHILE IN POSSESSION OF THE SELLER TO TREAT ANY DISEASE, ILLNESS OR CONDITION.

(VI) THE DATE, DOSAGE AND TYPE OF ANY PARASITICAL MEDICINE, IF KNOWN, THAT WAS ADMINISTERED TO THE DOG.

(VII) THE NAME, ADDRESS AND SIGNATURE OF THE SELLER, ALONG WITH A STATEMENT AFFIRMING ALL OF THE INFORMATION PROVIDED IN THIS SUBSECTION IS TRUE TO THE BEST OF THE SELLER'S KNOWLEDGE AND BELIEF.

(2) (I) A HEALTH CERTIFICATE ISSUED BY A VETERINARIAN SHALL CERTIFY THE DOG SOLD BY THE SELLER TO BE APPARENTLY FREE OF ANY CONTAGIOUS OR INFECTIOUS ILLNESS AND APPARENTLY FREE FROM ANY

DEFECT WHICH IS CONGENITAL OR HEREDITARY AND DIAGNOSABLE WITH
REASONABLE ACCURACY AND DOES NOT APPEAR TO BE CLINICALLY ILL
FROM PARASITIC INFESTATION AT THE TIME OF THE PHYSICAL
EXAMINATION. THE HEALTH CERTIFICATE SHALL INCLUDE THE NAME,
ADDRESS AND SIGNATURE OF THE VETERINARIAN AND THE DATE THE DOG
WAS EXAMINED.

(II) A GUARANTEE OF GOOD HEALTH ISSUED BY THE SELLER, AND
DATED AND SIGNED BY THE SELLER AND THE PURCHASER ON THE DATE OF
THE SALE, WARRANTING THAT THE DOG BEING SOLD IS APPARENTLY FREE
OF AND DOES NOT EXHIBIT ANY SIGNS OF ANY CONTAGIOUS OR
INFECTIOUS DISEASE, IS APPARENTLY FREE FROM AND DOES NOT EXHIBIT
ANY SIGNS OF ANY DEFECT WHICH IS CONGENITAL OR HEREDITARY; AND
DOES NOT EXHIBIT ANY SIGNS OF BEING CLINICALLY ILL OR EXHIBIT
ANY SIGNS OF A PARASITIC INFESTATION ON THE DATE OF THE SALE.
THE GUARANTEE OF GOOD HEALTH SHALL CLEARLY STATE IN BOLD TYPE:

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

THE SELLER SHALL ALSO VERBALLY STATE THESE FACTS TO THE
PURCHASER.

(B) IF, WITHIN TEN DAYS AFTER THE DATE OF PURCHASE, A DOG
PURCHASED FROM A SELLER IS DETERMINED, THROUGH PHYSICAL
EXAMINATION, DIAGNOSTIC TESTS OR NECROPSY BY A VETERINARIAN,
BECOMES CLINICALLY ILL OR DIES FROM ANY CONTAGIOUS OR INFECTIOUS
ILLNESS OR ANY PARASITIC ILLNESS WHICH RENDERS IT UNFIT FOR
PURCHASE OR RESULTS IN ITS DEATH, THE PURCHASER MAY EXERCISE ONE
OF THE FOLLOWING OPTIONS:

(1) RETURN THE DOG TO THE SELLER FOR A COMPLETE REFUND OF
THE PURCHASE PRICE, NOT INCLUDING THE SALES TAX.

1 (2) RETURN THE DOG TO THE SELLER FOR A REPLACEMENT DOG OF
2 EQUAL VALUE, OF THE PURCHASER'S CHOICE, PROVIDING A REPLACEMENT
3 DOG IS AVAILABLE.

4 (3) RETAIN THE DOG AND BE ENTITLED TO RECEIVE REIMBURSEMENT
5 FROM THE SELLER FOR REASONABLE VETERINARY FEES INCURRED IN
6 CURING OR ATTEMPTING TO CURE THE AFFECTED DOG, SUBJECT TO THE
7 LIMITATION THAT THE SELLER'S LIABILITY FOR REIMBURSEMENT SHALL
8 NOT EXCEED THE PURCHASE PRICE, NOT INCLUDING SALES TAX, OF THE
9 DOG. THIS CLAUSE SHALL APPLY ONLY IF THE PURCHASER'S

10 VETERINARIAN DETERMINES THE DOG'S ILLNESS CAN BE TREATED AND
11 CORRECTED BY PROCEDURES THAT ARE APPROPRIATE AND CUSTOMARY. THE
12 VALUE OF THESE SERVICES IS CONSIDERED REASONABLE IF COMPARABLE
13 TO THE VALUE OF SIMILAR SERVICES RENDERED BY OTHER LICENSED
14 VETERINARIANS IN REASONABLE PROXIMITY TO THE TREATING
15 VETERINARIAN. REIMBURSEMENT SHALL NOT INCLUDE THE COSTS OF THE
16 INITIAL VETERINARY EXAMINATION FEE AND DIAGNOSTIC OR TREATMENT
17 FEES NOT DIRECTLY RELATED TO THE VETERINARIAN'S CERTIFICATION
18 THAT THE ANIMAL IS UNFIT FOR PURCHASE PURSUANT TO THIS SECTION.
19 IF, HOWEVER, THE PURCHASER'S VETERINARIAN DETERMINES THE DOG'S
20 ILLNESS IS INCURABLE, ONLY THE OPTIONS IN CLAUSES (1) AND (2) OF
21 THIS SUBSECTION SHALL APPLY.

22 FOR THE PURPOSES OF THIS SUBSECTION, VETERINARY FINDINGS OF
23 INTESTINAL AND EXTERNAL PARASITES SHALL NOT BE GROUNDS FOR
24 DECLARING THE DOG UNFIT FOR PURCHASE UNLESS THE DOG IS
25 CLINICALLY ILL OR DIES DUE TO THAT CONDITION. A DOG SHALL NOT BE
26 FOUND UNFIT FOR PURCHASE ON ACCOUNT OF INJURY SUSTAINED OR
27 ILLNESS MOST LIKELY CONTRACTED SUBSEQUENT TO THE DATE OF SALE.

28 IF, WITHIN THIRTY DAYS AFTER THE DATE OF PURCHASE, A DOG
29 PURCHASED FROM A SELLER IS CERTIFIED THROUGH PHYSICAL
30 EXAMINATION, DIAGNOSTIC TESTS OR NECROPSY BY A VETERINARIAN THAT

1 THE DOG HAS, OR DIED FROM, A DEFECT WHICH IS CONGENITAL OR
2 HEREDITARY AND WHICH ADVERSELY AFFECTS OR AFFECTED THE HEALTH OF
3 THE ANIMAL, THE PURCHASER MAY EXERCISE ONE OF THE OPTIONS AS
4 PROVIDED IN CLAUSES (1), (2) AND (3) OF THIS SUBSECTION.
5 REMEDIES AVAILABLE UNDER CLAUSES (1), (2) AND (3) OF THIS
6 SUBSECTION SHALL ALSO APPLY TO REPLACEMENT DOGS.

7 (C) A VETERINARIAN'S CERTIFICATION OF ILLNESS, CONGENITAL OR
8 HEREDITARY DEFECTS OR DEATH SHALL BE NECESSARY FOR A REFUND OR
9 REPLACEMENT OR TO RECEIVE REIMBURSEMENT FOR VETERINARY COSTS IF
10 THE DOG IS RETAINED BY THE PURCHASER AND TREATED FOR ILLNESS OR
11 CONGENITAL OR HEREDITARY DEFECT AS PROVIDED IN THIS SECTION. THE
12 VETERINARIAN'S CERTIFICATION SHALL BE SUPPLIED AT THE
13 PURCHASER'S EXPENSE. THE VETERINARIAN'S CERTIFICATION SHALL
14 STATE THE FOLLOWING INFORMATION:

15 (1) THE PURCHASER'S NAME AND ADDRESS.

16 (2) THE DATE THE DOG WAS EXAMINED.

17 (3) THE BREED AND AGE OF THE DOG.

18 (4) (I) THAT THE VETERINARIAN EXAMINED THE DOG.

19 (II) THAT THE DOG HAS OR HAD AN ILLNESS AS DESCRIBED IN
20 SUBSECTION (B) OF THIS SECTION, OR A DEFECT AS DESCRIBED IN
21 SUBSECTION (B) OF THIS SECTION, WHICH RENDERS IT UNFIT FOR
22 PURCHASE OR WHICH RESULTED IN ITS DEATH.

23 (III) THE PRECISE FINDINGS OF THE EXAMINATION, DIAGNOSTIC
24 TESTS OR NECROPSY.

25 (5) THE TREATMENT RECOMMENDED, IF ANY, AND AN ESTIMATE OR
26 THE ACTUAL COST OF THE TREATMENT SHOULD THE PURCHASER CHOOSE TO
27 RETAIN THE DOG AND SEEK REIMBURSEMENT FOR VETERINARY FEES TO
28 CURE OR ATTEMPT TO CURE THE DOG.

29 (6) THE VETERINARIAN'S NAME, ADDRESS, TELEPHONE NUMBER AND
30 SIGNATURE.

1 WITHIN TWO BUSINESS DAYS OF A VETERINARY EXAMINATION WHICH
2 CERTIFIES ILLNESS, DEFECT OR DEATH THE PURCHASER SHALL NOTIFY
3 THE SELLER OF THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE
4 EXAMINING VETERINARIAN. FAILURE TO NOTIFY THE SELLER OR TO CARRY
5 OUT THE RECOMMENDED TREATMENT PRESCRIBED BY THE EXAMINING
6 VETERINARIAN WHO MADE THE INITIAL DIAGNOSIS UNTIL A REMEDY AS
7 PROVIDED FOR IN SUBSECTION (B) OF THIS SECTION IS AGREED UPON
8 SHALL RESULT IN THE PURCHASER'S FORFEITURE OF RIGHTS UNDER THIS
9 SECTION. SUBSECTION (B) OF THIS SECTION SHALL NOT APPLY WHERE A
10 SELLER, WHO HAS PROVIDED A HEALTH CERTIFICATE ISSUED BY A
11 VETERINARIAN, DISCLOSES IN WRITING AT THE TIME OF SALE THE
12 HEALTH PROBLEM FOR WHICH THE BUYER LATER SEEKS TO RETURN THE
13 DOG. SUCH DISCLOSURES SHALL BE SIGNED BY BOTH THE SELLER AND
14 PURCHASER. WHERE THE SELLER HAS PROVIDED A GUARANTEE OF GOOD
15 HEALTH, SUBSECTION (B) OF THIS SECTION SHALL APPLY REGARDLESS OF
16 WHETHER THE SELLER DISCLOSED THE HEALTH PROBLEM AT THE TIME OF
17 SALE.

18 (D) THE REFUND OR REIMBURSEMENT REQUIRED BY THIS SECTION
19 SHALL BE MADE BY THE SELLER NOT LATER THAN FOURTEEN DAYS
20 FOLLOWING RECEIPT OF THE VETERINARIAN'S CERTIFICATION THAT THE
21 DOG IS UNFIT FOR PURCHASE OR HAS DIED FROM A CONDITION DEFINED
22 AS UNFIT FOR PURCHASE IN THIS SECTION. THE CERTIFICATION SHALL
23 BE PRESENTED TO THE SELLER NOT LATER THAN FIVE DAYS FOLLOWING
24 RECEIPT THEREOF BY THE PURCHASER.

25 (E) IN THE EVENT THAT THE SELLER WISHES TO CONTEST A DEMAND
26 FOR REFUND, REPLACEMENT OR REIMBURSEMENT MADE BY A PURCHASER
27 PURSUANT TO THIS SECTION, THE SELLER SHALL HAVE THE RIGHT,
28 WITHIN TWO BUSINESS DAYS OF NOTIFICATION BY PURCHASER OF A
29 CONDITION WHICH RENDERES THE DOG UNFIT FOR PURCHASE AS REQUIRED
30 IN SUBSECTION (B) OF THIS SECTION, TO REQUIRE THE PURCHASER TO

1 PRODUCE THE DOG FOR EXAMINATION BY A LICENSED VETERINARIAN
2 DESIGNATED BY THE SELLER. THE VETERINARIAN'S FEE FOR THIS
3 EXAMINATION INCLUDING ANY DIAGNOSTIC TESTS FOR NECROPSY SHALL BE
4 PAID BY THE SELLER. IF THE DOG IS INCAPABLE OF BEING TRANSPORTED
5 BECAUSE OF BEING HOSPITALIZED, THE PURCHASER'S ATTENDING
6 VETERINARIAN SHALL PROVIDE ALL RELEVANT INFORMATION REGARDING
7 THE CASE AS REQUESTED BY THE SELLER'S VETERINARIAN. UNLESS THE
8 DOG IS HOSPITALIZED, FAILURE TO PRODUCE THE DOG WITHIN TWO
9 BUSINESS DAYS FROM EXAMINATION BY THE PURCHASER WILL NULLIFY ANY
10 OBLIGATION TO REPLACE, REFUND OR REIMBURSE BY THE SELLER. UPON
11 EXAMINATION, IF THE PURCHASER AND THE SELLER ARE UNABLE TO REACH
12 AN AGREEMENT WHICH CONSTITUTES ONE OF THE OPTIONS SET FORTH IN
13 THIS SECTION WITHIN FOURTEEN DAYS FOLLOWING RECEIPT OF THE DOG
14 FOR THE EXAMINATION, EITHER PARTY MAY INITIATE AN ACTION IN A
15 COURT OF COMPETENT JURISDICTION.

16 (F) (1) ANY SELLER WHO ADVERTISES OR OTHERWISE REPRESENTS
17 THAT A DOG IS REGISTERED OR REGISTERABLE SHALL PROVIDE THE
18 PURCHASER OF THE DOG WITH THE FOLLOWING INFORMATION AT THE TIME
19 OF SALE:

20 (I) THE BREEDER'S NAME AND ADDRESS.

21 (II) THE NAME AND REGISTRATION NUMBER OF THE DAM AND SIRE OF
22 THE PURCHASED DOG'S LITTER.

23 (III) THE NAME AND ADDRESS OF THE PEDIGREE REGISTRY
24 ORGANIZATION WHERE THE DAM AND SIRE ARE REGISTERED.

25 (2) ALL DOCUMENTATION NECESSARY TO EFFECT THE REGISTRATION
26 OF THE DOG SHALL BE PROVIDED BY THE SELLER TO THE OWNER WITHIN
27 ONE HUNDRED TWENTY DAYS OF THE DATE OF SALE. THE ONE-HUNDRED-
28 TWENTY-DAY PERIOD MAY BE EXTENDED BY THE SELLER IF THE DOG IS
29 BEING IMPORTED FROM OUTSIDE THE UNITED STATES BY NOTIFYING THE
30 PURCHASER IN WRITING OF THE REASON FOR THE EXTENSION AND A

1 REASONABLE ESTIMATE OF THE ARRIVAL DATE OF THE REGISTRATION
2 DOCUMENTS.

3 (3) IF THE SELLER FAILS TO PROVIDE THIS DOCUMENTATION WITHIN
4 ONE HUNDRED TWENTY DAYS OF THE DATE OF SALE OR FAILS TO NOTIFY
5 THE PURCHASER OF AN EXTENSION UNDER CLAUSE (2) OF THIS
6 SUBSECTION, THE PURCHASER MAY ELECT ONE OF THE FOLLOWING
7 REMEDIES:

8 (I) RETURN THE DOG AND RECEIVE A FULL REFUND OF THE PURCHASE
9 PRICE, NOT INCLUDING SALES TAX.

10 (II) RETAIN THE DOG AND RECEIVE A REFUND FROM THE SELLER IN
11 AN AMOUNT EQUAL TO FIFTY PER CENT OF THE PURCHASE PRICE.

12 (4) THE SELLER MAY WITHHOLD THE DOG'S REGISTRATION
13 APPLICATION UNTIL THE PURCHASER SUPPLIES THE SELLER WITH A
14 SIGNED VETERINARIAN'S CERTIFICATE STATING THAT THE DOG HAS BEEN
15 SPAYED OR NEUTERED, PROVIDED THAT WITHHOLDING OF THE APPLICATION
16 WAS AGREED TO IN WRITING BY THE PURCHASER AT THE TIME OF SALE.
17 THE SELLER SHALL PROVIDE THE REGISTRATION APPLICATION WITHIN TEN
18 DAYS OF RECEIVING THE VETERINARIAN'S CERTIFICATE IF THE
19 CERTIFICATE IS SUPPLIED BEYOND THE ONE-HUNDRED-TWENTY-DAY PERIOD
20 PROVIDED FOR IN CLAUSE (2) OF THIS SUBSECTION.

21 (G) (1) A SUMMARY OF THE PROVISIONS OF THIS SECTION SHALL
22 BE CONSPICUOUSLY POSTED IN THE PLACE OF BUSINESS OF PERSONS
23 SUBJECT TO THIS SECTION. THE OFFICE OF ATTORNEY GENERAL SHALL
24 PROMULGATE REGULATIONS SPECIFYING THE CONTENTS OF THE SUMMARY
25 WHICH MUST BE POSTED. IN ADDITION, THE POSTED NOTICE SHALL STATE
26 THAT THE HEALTH RECORD INFORMATION IS AVAILABLE ON REQUEST.

27 (2) AT THE TIME OF THE SALE, THE SELLER SHALL PROVIDE THE
28 PURCHASER WITH A WRITTEN NOTICE SETTING FORTH THE RIGHTS
29 PROVIDED UNDER THIS SECTION. THE NOTICE SHALL INCLUDE THE
30 FOLLOWING STATEMENT:

1 THIS DISCLOSURE OF RIGHTS IS A SUMMARY OF PENNSYLVANIA
2 LAW. THE ACTUAL PROVISIONS OF THE LAW ARE IN SECTION 9.3
3 OF THE UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION
4 LAW.

5 (H) (1) THE OFFICE OF ATTORNEY GENERAL SHALL ENFORCE THE
6 PROVISIONS OF THIS SECTION.

7 (2) IN ADDITION TO ANY OTHER PENALTY UNDER THIS ACT, A CIVIL
8 PENALTY OF UP TO ONE THOUSAND DOLLARS (\$1,000) ON ANY CURRENT
9 LICENSEE SHALL BE LEVIED AGAINST ANY PERSON WHO VIOLATES ANY
10 PROVISION OF THIS SECTION OR ANY PERSON WHO CONDUCTS BUSINESS
11 UNDER THIS SECTION WITHOUT PROPER LICENSE TO DO SO. A PENALTY
12 SHALL BE LEVIED FOR EACH VIOLATION.

13 (3) A PURCHASER SHALL FILE A COMPLAINT PURSUANT TO THIS
14 SECTION BY REPORTING IT TO THE BUREAU OF CONSUMER PROTECTION OF
15 THE OFFICE OF ATTORNEY GENERAL.

16 (I) AS USED IN THIS SECTION:

17 "SELLER" MEANS A KENNEL, PET SHOP OPERATOR OR OTHER
18 INDIVIDUAL WHO SELLS DOGS TO THE PUBLIC AND WHO OWNS OR OPERATES
19 A KENNEL OR PET SHOP LICENSED BY THE PENNSYLVANIA DEPARTMENT OF
20 AGRICULTURE OR THE UNITED STATES DEPARTMENT OF AGRICULTURE. THE
21 TERM SHALL NOT INCLUDE NONPROFIT KENNELS AS DEFINED UNDER THE
22 ACT OF DECEMBER 7, 1982 (P.L.784, NO.225), KNOWN AS THE "DOG
23 LAW."

24 "UNFIT FOR PURCHASE" MEANS ANY DISEASE, DEFORMITY, INJURY,
25 PHYSICAL CONDITION, ILLNESS OR ANY DEFECT WHICH IS CONGENITAL OR
26 HEREDITARY AND WHICH SEVERELY AFFECTS THE HEALTH OF THE ANIMAL
27 OR WHICH WAS MANIFEST, CAPABLE OF DIAGNOSIS OR LIKELY TO HAVE
28 BEEN CONTRACTED ON OR BEFORE THE SALE AND DELIVERY OF THE ANIMAL
29 TO THE CONSUMER.

30 "VETERINARIAN" MEANS AN INDIVIDUAL LICENSED UNDER THE LAWS OF

1 THIS COMMONWEALTH OR ANY OTHER STATE TO PRACTICE VETERINARY
2 MEDICINE AND SURGERY.
3 SECTION 2. THIS ACT SHALL TAKE EFFECT IN 60 DAYS.