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SENATE FILE 2402

BY COMMITTEE ON NATURAL
RESOURCES AND ENVIRONMENT

(SUCCESSOR TO SSB 2123)

Passed Senate, Date _____ Passed House, Date _____
Vote: Ayes _____ Nays _____ Vote: Ayes _____ Nays _____
Approved _____

A BILL FOR

1 An Act regulating the sale of dogs and cats by pet dealers, and
2 providing penalties.

3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

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S.F. 2402

1 Section 1. NEW SECTION. 552B.1 DEFINITIONS.

2 As used in this chapter, unless the context otherwise
3 requires:

4 1. "Defect" means a disease, illness, or congenital or
5 hereditary condition which impairs the health or function of a
6 pet, if the defect is apparent at the time of sale, or should
7 be apparent at the time of the sale, from the veterinary
8 history of the pet.

9 2. "Pet" means a dog, wholly or in part of the species
10 canis familiaris, or a cat, wholly or in part of the species
11 felis domesticus.

12 3. "Pet breeder" means any person engaged in the business
13 of breeding pets for sale on a retail basis or resale.

14 4. "Pet broker" means a person engaged in the business of
15 selling pets for resale.

16 5. "Pet dealer" means a person engaged in the business of
17 selling pets on a retail basis. However, a pet dealer does
18 not include any of the following:

19 a. A person who receives less than five hundred dollars
20 from the sale of pets on a retail basis during a twelve-month
21 period.

22 b. A person who sells less than six pets on a retail basis
23 during a twelve-month period.

24 c. A pound or animal shelter as defined in section 162.2.

25 6. "Reasonable veterinary fees" means fees charged by an
26 attending veterinarian for the examination or testing for, or
27 the diagnosis of a defect in a pet or prescribing any related
28 treatment required to correct or alleviate the defect or
29 suffering caused by the defect, if the cost of the service is
30 comparable to that of a similar service.

31 7. "Registration documents" means documents which are
32 required by an animal pedigree organization to prove that a
33 pet is eligible to be registered with the organization as
34 belonging to a specific breed type.

35 8. "Retail purchaser" means a person who is sold a pet on

1 a retail basis by a pet dealer.

2 9. "Sale" means any commercial transfer of a pet for
3 consideration, including a sale on a retail basis, resale,
4 exchange, barter, trade, or offer for sale on a retail basis,
5 resale, exchange, barter, or trade in any manner or by any
6 means.

7 10. "Sale on a retail basis" means the sale of a pet to a
8 person for personal use or as a gift to another person.

9 11. "Veterinarian" means a person licensed as a
10 veterinarian or the holder of a valid temporary permit issued
11 by the Iowa board of veterinary medicine pursuant to chapter
12 169.

13 Sec. 2. NEW SECTION. 552B.2 PURCHASE STATEMENTS.

14 A pet dealer shall provide the following purchase
15 statements to a retail purchaser at the time of sale:

16 1. a. Except as provided in paragraph "b", a printed
17 disclosure statement which provides all of the following:

18 (1) The name, address, and United States department of
19 agriculture license number of the pet breeder and any pet
20 broker who has had possession of the pet.

21 (2) The date of the pet's birth.

22 (3) The date the pet dealer received the pet.

23 (4) The breed type, sex, color, and identifying marks of
24 the pet.

25 (5) A tattoo, electronic identification device, or other
26 means which permanently identifies the pet.

27 (6) The name and registration number of the sire and dam.

28 (7) The litter number.

29 (8) A record of inoculations, worming treatments, and
30 medication received by the pet while in the possession of the
31 pet dealer.

32 (9) The date of a veterinary examination performed
33 pursuant to section 552B.5.

34 If information required to be provided in this paragraph
35 "a" is not available and cannot be determined by the pet

1 dealer, the disclosure statement shall state that the
2 information cannot be determined.

3 b. The disclosure required in paragraph "a" is not
4 required if the pet is of a mixed breed.

5 2. A health statement signed by the pet dealer verifying
6 all of the following:

7 a. Any known hereditary defect of a parent of the pet.

8 b. Either of the following:

9 (1) The pet has no known defect.

10 (2) A description of each of the pet's known defects and a
11 statement signed by a veterinarian that recommends necessary
12 treatment.

13 3. a. A written statement of rights, which shall be
14 signed by the retail purchaser prior to the sale. The notice
15 shall contain in sixteen point boldface type the following in
16 the same language that is used in the purchase contract:

17 STATEMENT OF RIGHTS:

18 THE RETAIL PURCHASE OF DOGS AND CATS

19 IOWA LAW PROVIDES SAFEGUARDS TO PROTECT PET PURCHASERS AND
20 PET DEALERS CONCERNING SALES OF PETS WITH SERIOUS HEALTH
21 CONDITIONS OR REPRESENTED AS ELIGIBLE FOR REGISTRATION WITH AN
22 ANIMAL PEDIGREE ORGANIZATION. ATTACHED IS A COPY OF IOWA CODE
23 CHAPTER 552B. BY SIGNING THIS DOCUMENT YOU ARE ACKNOWLEDGING
24 THAT YOU HAVE REVIEWED INFORMATION PROVIDED TO YOU REGARDING
25 THE PET FOR SALE AND UNDERSTAND YOUR RIGHTS AND THE
26 OBLIGATIONS OF THE PET DEALER UNDER STATE LAW.

27 b. A pet dealer shall maintain a copy of the statement of
28 rights delivered to the retail purchaser as part of the pet
29 dealer's business records for at least one year following the
30 sale.

31 Sec. 3. NEW SECTION. 552B.3 NOTICE TO RETAIL PURCHASERS.

32 A pet dealer shall post in a prominent location in the pet
33 dealer's place of business a sign containing a notice in at
34 least forty-eight point boldface type stating the following:

35 NOTICE: PURCHASERS OF DOGS AND CATS

1 WHEN PURCHASING A DOG OR CAT YOU ARE ENTITLED UNDER IOWA
2 LAW TO A DISCLOSURE STATEMENT, HEALTH STATEMENT, AND A
3 STATEMENT OF RIGHTS. MAKE SURE THAT YOU RECEIVE THIS
4 INFORMATION AT THE TIME OF PURCHASE.

5 Sec. 4. NEW SECTION. 552B.4 REGISTRATION DOCUMENTS.

6 1. If a pet dealer selling a pet to a retail purchaser
7 represents that the pet is eligible for registration with an
8 animal pedigree organization, the pet dealer shall deliver to
9 the retail purchaser all necessary registration documents for
10 the pet within ninety days following the payment of all
11 consideration to complete the sale.

12 2. A retail purchaser who does not receive registration
13 documents from the pet dealer as provided in this section may
14 demand a refund from the pet dealer.

15 a. The retail purchaser must make the demand within ninety
16 days following the last date in which the pet dealer was
17 required to deliver the registration documents.

18 b. The pet dealer is not required to comply with the
19 demand if the pet dealer provides the registration documents
20 to the retail purchaser. If the pet dealer fails to provide
21 the registration documents to the retail purchaser, the pet
22 dealer shall pay a refund as demanded by the retail purchaser.
23 The retail purchaser may demand one of the following refunds:

24 (1) Fifty percent of the sales payment, if the retail
25 purchaser elects to keep the pet.

26 (2) One hundred percent of the sales payment, if the
27 retail purchaser elects to return the pet with any
28 registration document provided to the retail purchaser.

29 3. A pet dealer shall not be responsible for delays in
30 registration which are the result of persons other than the
31 pet dealer.

32 Sec. 5. NEW SECTION. 552B.5 VETERINARY EXAMINATIONS
33 REQUIRED.

34 1. A pet broker shall not sell a pet to a pet dealer or
35 receive a pet for resale by the broker unless the pet has been

1 examined for defects by a veterinarian. The veterinarian used
2 by a pet broker shall not be the same veterinarian used by the
3 pet dealer. A veterinarian shall not be civilly liable for
4 failing to diagnose a defect, unless the failure is actuated
5 by malice or is grossly negligent.

6 2. a. Except as provided in paragraph "b", a pet must be
7 examined by a veterinarian at least thirty days before one of
8 the following occurs:

9 (1) A pet broker delivers the pet to a pet dealer.

10 (2) A pet dealer sells the pet to a retail purchaser. The
11 cost of the examination shall be paid by the pet dealer.

12 b. This subsection does not apply if the pet dealer is the
13 pet breeder of the pet.

14 Sec. 6. NEW SECTION. 552B.6 PETS UNFIT FOR SALE --
15 RIGHTS, PROCEDURES, AND AVAILABLE REMEDIES.

16 1. a. A pet shall be considered to be unfit for sale if
17 after a pet dealer transfers possession of the pet to a retail
18 purchaser, an examining veterinarian states in writing that
19 the pet has a defect which existed at the time the retail
20 purchaser took possession.

21 b. A retail purchaser may not demand a remedy under this
22 section if any of the following applies:

23 (1) A defect occurred subsequent to the pet dealer
24 relinquishing possession of the pet.

25 (2) A health statement provided to the retail purchaser
26 pursuant to section 552B.2 described the defect.

27 (3) The retail purchaser failed to carry out recommended
28 treatment described in a health statement provided to the
29 retail purchaser pursuant to section 552B.2.

30 2. If a pet declared unfit for sale has not died because
31 of a defect, the retail purchaser may demand one of the
32 following:

33 a. The return of the pet to the pet dealer for a refund of
34 the full purchase price.

35 b. The exchange of the pet for a pet of the retail

1 purchaser's choice of equivalent value, providing a
2 replacement is available, and reimbursement for reasonable
3 veterinary fees relating to the care of a defective pet.
4 However, the amount of reimbursement shall not exceed the
5 retail purchase price of the pet.

6 c. Reimbursement for reasonable veterinary fees relating
7 to the care of a defective pet. However, the amount of
8 reimbursement shall not exceed the retail purchase price of
9 the pet.

10 3. If the pet is declared unfit for sale because of a
11 defect, and has died because of a defect, the retail purchaser
12 may demand one of the following:

13 a. A refund of the full purchase price.

14 b. A pet of equal value, if available, and the
15 reimbursement for reasonable veterinary fees. However, the
16 amount of reimbursement shall not exceed the retail purchase
17 price of the pet.

18 4. If a retail purchaser claims that a pet is unfit for
19 sale all of the following shall apply:

20 a. The retail purchaser must discover the defect within
21 one year after the retail purchaser took possession of a pet
22 purchased from the pet dealer.

23 b. The retail purchaser must notify the pet dealer within
24 two business days of a diagnosis by a veterinarian confirming
25 the defect. The retail purchaser must provide the pet dealer
26 with the name and telephone number of the veterinarian and a
27 copy of the veterinarian's report concerning the diagnosis of
28 the defect. If the pet has died, the retail purchaser must
29 provide the pet dealer a written statement from a
30 veterinarian, indicating the pet died from a defect.

31 c. If the retail purchaser demands a full refund for a pet
32 which is not dead or demands a pet of equal value and payment
33 for reasonable veterinary fees, the retail purchaser must
34 return the pet to the pet dealer within two business days of a
35 diagnosis by a veterinarian confirming the defect.

1 d. Upon request by a pet dealer contesting a demand, the
2 retail purchaser must deliver the pet to a veterinarian
3 designated by the pet dealer for purposes of examination or
4 autopsy. The pet dealer shall pay the cost of the examination
5 or autopsy. If, according to the veterinarian's examination
6 or autopsy, a defect did not exist before the time when the
7 pet dealer transferred possession of the pet to the retail
8 purchaser, the pet dealer is not obligated to provide a remedy
9 under this section and may recover reasonable veterinary fees
10 from the retail purchaser.

11 Sec. 7. NEW SECTION. 552B.7 CIVIL CAUSE OF ACTION.

12 If a pet dealer does not provide a remedy to a retail
13 purchaser as specified in this chapter, the retail purchaser
14 may bring a civil action in district court for the remedies
15 provided in this section. In addition to any remedy awarded,
16 the court shall award the prevailing party the reasonable
17 costs of suit, including but not limited to reasonable court
18 costs and attorney fees, not to exceed five hundred dollars.

19 Sec. 8. NEW SECTION. 552B.8 PENALTIES.

20 1. A pet dealer who does any of the following is subject
21 to a civil penalty of not more than one thousand dollars:

22 a. Sells an animal without delivery of a purchase
23 statement in violation of section 552B.2.

24 b. Fails to maintain records of a notice of rights in
25 violation of section 552B.2.

26 c. Fails to post a notice informing retail purchasers of
27 their rights in violation of section 552B.3.

28 d. Fails to provide registration documents as required
29 pursuant to section 552B.4.

30 e. Receives an unexamined pet from a broker without a
31 veterinary examination or sells an unexamined pet to a retail
32 purchaser in violation of section 552B.5.

33 2. Civil penalties collected pursuant to this section
34 shall be deposited into the general fund of the state.

35 Sec. 9. NEW SECTION. 552B.9 EFFECT OF CHAPTER.

1 According to the bill, if a pet dealer represents that the
2 pet is eligible for registration with an animal pedigree
3 organization, the pet dealer must deliver to the retail
4 purchaser registration documents within a limited time. If
5 the pet dealer fails to do this due to some fault of the
6 dealer, the purchaser may make a demand upon the dealer which
7 may require the dealer to deliver the documents or refund some
8 or all of the pet's purchase price to the purchaser.

9 The bill requires a pet dealer to provide for a veterinary
10 examination of the pet.

11 The bill contains a provision which provides a purchaser
12 with remedies if a purchased pet is found to be unfit for sale
13 after a veterinarian's examination. The pet must be found to
14 have had a defect which existed at the time the purchaser took
15 possession of the pet. No remedy is available if unfitness
16 was due to a defect caused by the purchaser or the purchaser
17 knew of the pet's condition from reading the purchase
18 statements. The bill places procedural requirements upon
19 making a demand, including time limits upon discovering the
20 condition and notifying the pet dealer. The bill also
21 requires the purchaser to provide proof of a defect namely by
22 providing a veterinarian's opinion or delivering the pet or
23 the pet's carcass for examination by the pet dealer or the
24 dealer's own veterinarian. If a pet's condition is proved,
25 the purchaser may return the pet for a refund, exchange the
26 pet for an equivalent pet, and be reimbursed for applicable
27 veterinarian services.

28 The bill grants the purchaser the right to take a claim to
29 court if the parties cannot otherwise settle the dispute. The
30 bill provides that the court must award the prevailing party
31 the reasonable costs of suit, including but not limited to
32 reasonable court costs and attorney fees, but not more than
33 \$500.

34 Finally, the bill establishes a number of penalties
35 applicable to a pet dealer violating the bill's provisions.

1 The penalty is a civil rather than a criminal penalty, and
2 cannot exceed \$1,000.

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Bartz
Duorsky
Rehberg

SSB 2123

Natural Resources
Succeeded by

SENATE FILE SF/HF 2402
BY (PROPOSED COMMITTEE ON
NATURAL RESOURCES AND
ENVIRONMENT BILL BY
CHAIRPERSON BARTZ)

Passed Senate, Date _____ Passed House, Date _____
Vote: Ayes _____ Nays _____ Vote: Ayes _____ Nays _____
Approved _____

A BILL FOR

1 An Act regulating the sale of dogs and cats by pet dealers, and
2 providing penalties.

3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

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1 Section 1. NEW SECTION. 552B.1 DEFINITIONS.

2 As used in this chapter, unless the context otherwise
3 requires:

4 1. "Defect" means a disease, illness, or congenital or
5 hereditary condition which impairs the health or function of a
6 pet, if the defect is apparent at the time of sale, or should
7 be reasonably apparent at the time of the sale, from the
8 veterinary history of the pet.

9 2. "Pet" means a dog, wholly or in part of the species
10 canis familiaris, or a cat, wholly or in part of the species
11 felis domesticus.

12 3. "Pet breeder" means any person engaged in the business
13 of breeding pets for sale on a retail basis or resale.

14 4. "Pet broker" means a person engaged in the business of
15 selling pets for resale.

16 5. "Pet dealer" means a person engaged in the business of
17 selling pets on a retail basis. However, a pet dealer does
18 not include any of the following:

19 a. A person who receives less than five hundred dollars
20 from the sale of pets on a retail basis during a twelve-month
21 period.

22 b. A person who sells less than six pets on a retail basis
23 during a twelve-month period.

24 c. A pound or animal shelter as defined in section 162.2.

25 6. "Reasonable veterinary fees" means fees charged by an
26 attending veterinarian for diagnosing a defect in a pet or
27 prescribing any related treatment required to correct or
28 alleviate the defect or suffering caused by the defect, if the
29 cost of the service is comparable to that of a similar service
30 rendered by other veterinarians in geographic proximity to the
31 attending veterinarian.

32 7. "Registration documents" means documents which are
33 required by an animal pedigree organization to prove that a
34 pet is eligible to be registered with the organization as
35 belonging to a specific breed type.

1 8. "Retail purchaser" means a person who is sold a pet on
2 a retail basis by a pet dealer.

3 9. "Sale" means any commercial transfer of a pet for
4 consideration, including a sale on a retail basis, resale,
5 exchange, barter, trade, or offer for sale on a retail basis,
6 resale, exchange, barter, or trade in any manner or by any
7 means.

8 10. "Sale on a retail basis" means the sale of a pet to a
9 person for personal use or as a gift to another person.

10 11. "Veterinarian" means a person licensed as a
11 veterinarian or the holder of a valid temporary permit issued
12 by the Iowa board of veterinary medicine pursuant to chapter
13 169.

14 Sec. 2. NEW SECTION. 552B.2 PURCHASE STATEMENTS.

15 A pet dealer shall provide the following purchase
16 statements to a retail purchaser at the time of sale:

17 1. a. Except as provided in paragraph "b", a printed
18 disclosure statement which provides all of the following:

19 (1) The name, address, and United States department of
20 agriculture license number of the pet breeder and any pet
21 broker who has had possession of the pet.

22 (2) The date of the pet's birth.

23 (3) The date the pet dealer received the pet.

24 (4) The breed type, sex, color, and identifying marks of
25 the pet.

26 (5) A tag, tattoo, or collar number that identifies the
27 pet.

28 (6) The name and registration number of the sire and dam.

29 (7) The litter number.

30 (8) A record of inoculations, worming treatments, and
31 medication received by the pet while in the possession of the
32 pet dealer.

33 b. The disclosure required in paragraph "a" is not
34 required if all of the following apply:

35 (1) The pet is of mixed breed.

1 (2) The information is not available and cannot be
2 determined by the pet dealer.

3 2. A health statement signed by the pet dealer verifying
4 either of the following:

5 a. The pet has no known defect.

6 b. A description of each of the pet's known defects and a
7 statement signed by a veterinarian that recommends necessary
8 treatment.

9 3. a. A written statement of rights, which shall be
10 signed by the retail purchaser prior to the sale. The notice
11 shall contain in sixteen point boldface type the following in
12 the same language that is used in the purchase contract:

13 STATEMENT OF RIGHTS:

14 THE RETAIL PURCHASE OF DOGS AND CATS

15 THE SALE OF DOGS AND CATS IS SUBJECT TO CONSUMER PROTECTION
16 REGULATIONS. IOWA LAW PROVIDES SAFEGUARDS TO PROTECT PET
17 PURCHASERS AND PET DEALERS CONCERNING SALES OF PETS WITH
18 SERIOUS HEALTH CONDITIONS OR REPRESENTED AS ELIGIBLE FOR
19 REGISTRATION WITH AN ANIMAL PEDIGREE ORGANIZATION. ATTACHED
20 IS A COPY OF IOWA CODE CHAPTER 552B. BY SIGNING THIS DOCUMENT
21 YOU ARE ACKNOWLEDGING THAT YOU HAVE REVIEWED INFORMATION
22 PROVIDED TO YOU REGARDING THE PET FOR SALE AND UNDERSTAND THE
23 RIGHTS AND OBLIGATIONS AFFECTING YOU AND THE PET DEALER UNDER
24 STATE LAW.

25 b. A pet dealer shall maintain a copy of the statement of
26 rights delivered to the retail purchaser as part of the pet
27 dealer's business records for at least one year following the
28 sale.

29 Sec. 3. NEW SECTION. 552B.3 NOTICE TO RETAIL PURCHASERS.

30 A pet dealer shall post in a prominent location in the pet
31 dealer's place of business a sign containing a notice in at
32 least forty-eight point boldface type stating the following:

33 NOTICE: PURCHASERS OF DOGS AND CATS

34 WHEN PURCHASING A DOG OR CAT YOU ARE ENTITLED UNDER IOWA
35 LAW TO A STATEMENT OF RIGHTS. MAKE SURE THAT YOU RECEIVE THIS

1 STATEMENT AT THE TIME OF PURCHASE.

2 Sec. 4. NEW SECTION. 552B.4 REGISTRATION DOCUMENTS.

3 1. If a pet dealer selling a pet to a retail purchaser
4 represents that the pet is eligible for registration with an
5 animal pedigree organization, the pet dealer shall deliver to
6 the retail purchaser all necessary registration documents for
7 the pet within ninety days following the payment of all
8 consideration to complete the sale.

9 2. A retail purchaser who does not receive registration
10 documents from the pet dealer as provided in this section may
11 demand a refund from the pet dealer.

12 a. The retail purchaser must make the demand within ninety
13 days following the last date in which the pet dealer was
14 required to deliver the registration documents.

15 b. The pet dealer is not required to comply with the
16 demand if the pet dealer provides the registration documents
17 to the retail purchaser. If the pet dealer fails to provide
18 the registration documents to the retail purchaser, the pet
19 dealer shall pay a refund as demanded by the retail purchaser.
20 The retail purchaser may demand one of the following refunds:

21 (1) Fifty percent of the sales payment, if the retail
22 purchaser elects to keep the pet.

23 (2) One hundred percent of the sales payment, if the
24 retail purchaser elects to return the pet with any
25 registration document provided to the retail purchaser.

26 3. A pet dealer shall not be responsible for delays in
27 registration which are the result of persons other than the
28 pet dealer.

29 Sec. 5. NEW SECTION. 552B.5 VETERINARY EXAMINATIONS
30 REQUIRED.

31 1. A pet broker shall not sell a pet to a pet dealer or
32 receive a pet for resale by the broker unless the pet has been
33 examined for defects by a veterinarian. The veterinarian used
34 by a pet broker shall not be the same veterinarian used by the
35 pet dealer.

1 2. a. Except as provided in paragraph "b", a pet must be
2 examined by a veterinarian as follows:

3 (1) At least two days before a pet broker delivers the pet
4 to a pet dealer.

5 (2) At least four days before a pet dealer sells the pet
6 to a retail purchaser. The cost of the examination shall be
7 paid by the pet dealer.

8 b. This subsection does not apply if the pet dealer is the
9 pet breeder of the pet.

10 Sec. 6. NEW SECTION. 552B.6 PETS UNFIT FOR SALE --
11 RIGHTS, PROCEDURES, AND AVAILABLE REMEDIES.

12 1. a. A pet shall be considered to be unfit for sale if
13 after a pet dealer transfers possession of the pet to a retail
14 purchaser, an examining veterinarian states in writing that
15 the pet has a defect which existed at the time the retail
16 purchaser took possession.

17 b. A retail purchaser may not demand a remedy under this
18 section if any of the following applies:

19 (1) A defect occurred subsequent to the pet dealer
20 relinquishing possession of the pet.

21 (2) A health statement provided to the retail purchaser
22 pursuant to section 552B.2 described the defect.

23 (3) The retail purchaser failed to carry out recommended
24 treatment described in a health statement provided to the
25 retail purchaser pursuant to section 552B.2.

26 2. If a pet declared unfit for sale has not died because
27 of a defect, the retail purchaser may demand one of the
28 following:

29 a. The return of the pet to the pet dealer for a refund of
30 the full purchase price.

31 b. The exchange of the pet for a pet of the retail
32 purchaser's choice of equivalent value, providing a
33 replacement is available, and reimbursement for reasonable
34 veterinary fees relating to the care of a defective pet.

35 However, the amount of reimbursement shall not exceed the

1 retail purchase price of the pet.

2 c. Reimbursement for reasonable veterinary fees relating
3 to the care of a defective pet. However, the amount of
4 reimbursement shall not exceed the retail purchase price of
5 the pet.

6 3. If the pet is declared unfit for sale because of a
7 defect, and has died because of a defect, the retail purchaser
8 may demand one of the following:

9 a. A refund of the full purchase price.

10 b. A pet of equal value, if available, and the
11 reimbursement for reasonable veterinary fees. However, the
12 amount of reimbursement shall not exceed the retail purchase
13 price of the pet.

14 4. If a retail purchaser claims that a pet is unfit for
15 sale all of the following shall apply:

16 a. The retail purchaser must discover the defect within
17 one year after the retail purchaser took possession of a pet
18 purchased from the pet dealer.

19 b. The retail purchaser must notify the pet dealer within
20 two business days of a diagnosis by a veterinarian confirming
21 the defect. The retail purchaser must provide the pet dealer
22 with the name and telephone number of the veterinarian and a
23 copy of the veterinarian's report concerning the diagnosis of
24 the defect. If the pet has died, the retail purchaser must
25 provide the pet dealer a written statement from a
26 veterinarian, indicating the pet died from a defect.

27 c. If the retail purchaser demands a full refund for a pet
28 which is not dead or demands a pet of equal value and payment
29 for reasonable veterinary fees, the retail purchaser must
30 return the pet to the pet dealer within two business days of a
31 diagnosis by a veterinarian confirming the defect.

32 d. Upon request by a pet dealer contesting a demand, the
33 retail purchaser must deliver the pet to a veterinarian
34 designated by the pet dealer for purposes of examination or
35 autopsy. The pet dealer shall pay the cost of the examination

1 or autopsy. If, according to the veterinarian's examination
2 or autopsy, a defect did not exist before the time when the
3 pet dealer transferred possession of the pet to the retail
4 purchaser, the pet dealer is not obligated to provide a remedy
5 under this section and may recover reasonable veterinary fees
6 from the retail purchaser.

7 Sec. 7. NEW SECTION. 552B.7 CIVIL CAUSE OF ACTION.

8 If a pet dealer does not provide a remedy to a retail
9 purchaser as specified in this chapter, the retail purchaser
10 may bring a civil action in district court for the remedies
11 provided in this section. In addition to any remedy awarded,
12 the court shall award the prevailing party the reasonable
13 costs of suit, including but not limited to reasonable court
14 costs and attorney fees, not to exceed five hundred dollars.

15 Sec. 8. NEW SECTION. 552B.8 PENALTIES.

16 1. A pet dealer who does any of the following is subject
17 to a civil penalty of not more than one thousand dollars:

18 a. Sells an animal without delivery of a purchase
19 statement in violation of section 552B.2.

20 b. Fails to maintain records of a notice of rights in
21 violation of section 552B.2.

22 c. Fails to post a notice informing retail purchasers of
23 their rights in violation of section 552B.3.

24 d. Fails to provide registration documents as required
25 pursuant to section 552B.4.

26 e. Receives an unexamined pet from a broker without a
27 veterinary examination or sells an unexamined pet to a retail
28 purchaser in violation of section 552B.5.

29 2. Civil penalties collected pursuant to this section
30 shall be deposited into the general fund of the state.

31 Sec. 9. NEW SECTION. 552B.9 EFFECT OF CHAPTER.

32 1. This chapter does not limit the rights or remedies
33 which are otherwise available to a person under any other law.

34 2. An agreement or contract which waives any rights or
35 obligations under this chapter shall be null and void and

1 shall be unenforceable. However, this section shall not
2 prohibit parties from settlement following a demand by a
3 retail purchaser as provided in this chapter.

4 EXPLANATION

5 This bill regulates the sale of dogs and cats by pet
6 dealers by establishing a new Code chapter designed to provide
7 purchasers with notice and remedies when a purchased pet has
8 some defect or is misrepresented during the sale. The bill
9 defines defect as a disease or illness, or a congenital or
10 hereditary condition which impairs the pet's health and
11 function. The defect must be apparent or should have been
12 apparent to the dealer at the time of the sale. The bill
13 provides that certain persons are not regulated as pet
14 dealers, even though they are engaged in the business of
15 selling dogs and cats. These include persons selling a
16 limited number of pets or who receive limited revenue from
17 their sale, pounds, and humane societies.

18 The bill provides that a pet dealer must provide three
19 types of statements to a purchaser. The first statement is a
20 disclosure form listing known facts about the pet, including
21 its breed, identifying information, and personal and medical
22 history. The second statement relates to the pet's health and
23 must be signed by a veterinarian. The third statement is a
24 printed notice of rights, which must be signed by the
25 purchaser prior to the sale. The notice contains language
26 designed to make the purchaser aware of legal rights and
27 obligations. The bill requires a pet dealer to maintain
28 copies of the notices of rights with the dealer's business
29 records. The pet dealer must also post a sign notifying
30 purchasers of their rights which must be prominently displayed
31 in the dealer's place of business.

32 According to the bill, if a pet dealer represents that the
33 pet is eligible for registration with an animal pedigree
34 organization, the pet dealer must deliver to the retail
35 purchaser registration documents within a limited time. If

1 the pet dealer fails to do this due to some fault of the
2 dealer, the purchaser may make a demand upon the dealer which
3 may require the dealer to deliver the documents or refund some
4 or all of the pet's purchase price to the purchaser.

5 The bill requires a pet dealer to provide for a veterinary
6 examination of the pet prior to sale, at the expense of the
7 dealer.

8 The bill contains a provision which provides a purchaser
9 with remedies if a purchased pet is found to be unfit for sale
10 after a veterinarian's examination. The pet must be found to
11 have had a defect which existed at the time the purchaser took
12 possession of the pet. No remedy is available if unfitness
13 was due to a defect caused by the purchaser or the purchaser
14 knew of the pet's condition or breed from reading the purchase
15 statements. The bill places procedural requirements upon
16 making a demand, including time limits upon discovering the
17 condition and notifying the pet dealer. The bill also
18 requires the purchaser to provide proof of a defect namely by
19 providing a veterinarian's opinion or delivering the pet or
20 the pet's carcass for examination by the pet dealer or the
21 dealer's own veterinarian. If a pet's condition is proved,
22 the purchaser may return the pet for a refund, exchange the
23 pet for an equivalent pet, and be reimbursed for applicable
24 veterinarian services.

25 The bill grants the purchaser the right to take a claim to
26 court if the parties cannot otherwise settle the dispute. The
27 bill provides that the court must award the prevailing party
28 the reasonable costs of suit, including but not limited to
29 reasonable court costs and attorney fees, but not more than
30 \$500.

31 Finally, the bill establishes a number of penalties
32 applicable to a pet dealer violating the bill's provisions.
33 The penalty is a civil rather than a criminal penalty, and
34 cannot exceed more than \$1,000.

35