

SENATE BILL 317

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HB 912/11 – ECM

2lr1924
CF HB 131

By: **Senators Pugh, Ferguson, Gladden, Jennings, King, Madaleno, Manno, Mathias, Montgomery, Raskin, Rosapepe, Shank, and Stone**

Introduced and read first time: January 27, 2012

Assigned to: Finance

A BILL ENTITLED

1 AN ACT concerning

2 **Retail Pet Stores – Sales of Dogs – Required Records, Health Disclosures, and**
3 **Purchaser Remedies**

4 FOR the purpose of requiring a retail pet store that sells dogs to post conspicuously on
5 each dog's cage certain information about the dog; requiring a retail pet store to
6 maintain a written record that contains certain information about each dog in
7 the possession of the retail pet store; requiring a retail pet store to maintain a
8 certain record for a certain period of time after the date of sale of a dog;
9 requiring a retail pet store to make certain records available to certain persons
10 and the Department of Labor, Licensing, and Regulation under certain
11 circumstances; requiring a retail pet store to provide a certain written health
12 disclosure to a purchaser; authorizing a purchaser of a dog to seek certain
13 remedies for certain health problems under certain circumstances; requiring a
14 purchaser seeking a remedy under this Act to provide certain notice and
15 information to the retail pet store and to take the dog for certain examinations
16 on request; requiring a certain statement by a veterinarian to contain certain
17 information; establishing criteria for certain veterinary fees to be considered
18 reasonable; requiring the owner or operator of a retail pet store to make a
19 certain reimbursement within a certain period of time; providing that a
20 purchaser is not entitled to a remedy under this Act under certain
21 circumstances; authorizing a retail pet store to contest a remedy under this Act
22 in a certain manner; authorizing a contested remedy to be resolved in a certain
23 manner; authorizing a court or arbiter to require a party acting in bad faith to
24 pay reasonable attorney's fees and court costs of the adverse party; requiring a
25 retail pet store to conspicuously post a certain notice of purchaser's rights under
26 this Act; requiring a retail pet store to provide a written notice of purchaser's
27 rights under this Act at a certain time in a certain manner; requiring a retail
28 pet store that makes a certain representation related to a dog's registration to
29 provide a certain notice to a purchaser at the time of the sale in a certain
30 manner; prohibiting a retail pet store from making certain statements,

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 promises, or representations related to a dog's registration unless the retail pet
 2 store provides certain documents to the purchaser within a certain period of
 3 time; authorizing a purchaser to seek a certain remedy if a retail pet store does
 4 not provide certain documents under certain circumstances; establishing civil
 5 penalties for a first or subsequent violation of this Act; establishing that this
 6 Act does not limit certain rights or remedies, the ability to agree to certain
 7 additional terms and conditions, or the ability of the State or a local government
 8 to prosecute a retail pet store for any other violation of laws; defining certain
 9 terms; and generally relating to required records, health disclosures, and
 10 purchase remedies related to dog sales by retail pet stores.

11 BY adding to
 12 Article – Business Regulation
 13 Section 19–701 through 19–708 to be under the new subtitle “Subtitle 7. Retail
 14 Pet Stores”
 15 Annotated Code of Maryland
 16 (2010 Replacement Volume and 2011 Supplement)

17 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
 18 MARYLAND, That the Laws of Maryland read as follows:

19 **Article – Business Regulation**

20 **SUBTITLE 7. RETAIL PET STORES.**

21 **19–701.**

22 (A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS
 23 INDICATED.

24 (B) “BREEDER” MEANS A PERSON WHO BREEDS OR RAISES DOGS TO
 25 SELL, EXCHANGE, OR OTHERWISE TRANSFER TO THE PUBLIC.

26 (C) “CLINICALLY ILL” MEANS AN ILLNESS THAT IS APPARENT TO A
 27 LICENSED VETERINARIAN BASED ON OBSERVATION, EXAMINATION, OR TESTING
 28 OF THE DOG.

29 (D) (1) “DEALER” MEANS A PERSON WHO, FOR COMPENSATION:

30 (I) BUYS, SELLS, OR NEGOTIATES THE PURCHASE OF A
 31 DOG; OR

32 (II) DELIVERS FOR TRANSPORT OR TRANSPORTS A DOG.

1 **(2) “DEALER” DOES NOT INCLUDE A PERSON WHO TRANSPORTS A**
2 **DOG AS A CARRIER ONLY.**

3 **(E) “NONELECTIVE SURGICAL PROCEDURE” MEANS A SURGICAL**
4 **PROCEDURE THAT IS NECESSARY TO PRESERVE OR RESTORE THE HEALTH OF**
5 **AN ANIMAL OR TO CORRECT A CONDITION THAT WOULD:**

6 **(1) INTERFERE WITH THE ANIMAL’S ABILITY TO WALK, RUN,**
7 **JUMP, OR OTHERWISE FUNCTION IN A NORMAL MANNER; OR**

8 **(2) CAUSE PAIN AND SUFFERING TO THE ANIMAL.**

9 **(F) “PURCHASER” MEANS ANY PERSON WHO PURCHASES A DOG FROM A**
10 **RETAIL PET STORE.**

11 **(G) “RETAIL PET STORE” MEANS A FOR-PROFIT ESTABLISHMENT OPEN**
12 **TO THE PUBLIC THAT SELLS OR OFFERS FOR SALE DOMESTIC ANIMALS TO BE**
13 **KEPT AS HOUSEHOLD PETS.**

14 **19-702.**

15 **(A) A RETAIL PET STORE THAT SELLS DOGS SHALL:**

16 **(1) POST CONSPICUOUSLY ON EACH DOG’S CAGE:**

17 **(I) THE BREED, AGE, AND DATE OF BIRTH OF THE DOG, IF**
18 **KNOWN;**

19 **(II) THE STATE IN WHICH THE BREEDER OR DEALER OF THE**
20 **DOG IS LOCATED; AND**

21 **(III) THE UNITED STATES DEPARTMENT OF AGRICULTURE**
22 **LICENSE NUMBER OF THE BREEDER OR DEALER, IF REQUIRED;**

23 **(2) MAINTAIN A WRITTEN RECORD THAT INCLUDES THE**
24 **FOLLOWING INFORMATION ABOUT EACH DOG IN THE POSSESSION OF THE**
25 **RETAIL PET STORE:**

26 **(I) THE BREED, AGE, AND DATE OF BIRTH OF THE DOG, IF**
27 **KNOWN;**

28 **(II) THE SEX, COLOR, AND ANY IDENTIFYING MARKINGS OF**
29 **THE DOG;**

1 (III) DOCUMENTATION OF ALL INOCULATIONS, WORMING
2 TREATMENTS, AND OTHER MEDICAL TREATMENTS, IF KNOWN, INCLUDING THE
3 DATE OF THE MEDICAL TREATMENT, THE DIAGNOSES, AND THE NAME AND
4 TITLE OF THE TREATMENT PROVIDER;

5 (IV) THE NAME AND ADDRESS OF:

6 1. THE BREEDER OR DEALER AND THE FACILITY
7 WHERE THE DOG WAS BORN; AND

8 2. THE TRANSPORTER OR CARRIER OF THE DOG, IF
9 ANY;

10 (V) THE UNITED STATES DEPARTMENT OF AGRICULTURE
11 LICENSE NUMBER OF THE BREEDER OR DEALER, IF REQUIRED;

12 (VI) ANY IDENTIFIER INFORMATION, INCLUDING A TAG,
13 TATTOO, COLLAR NUMBER, OR MICROCHIP; AND

14 (VII) IF THE DOG IS BEING SOLD AS REGISTERED OR
15 REGISTRABLE:

16 1. THE NAMES AND REGISTRATION NUMBERS OF THE
17 SIRE AND DAM; AND

18 2. THE LITTER NUMBER; AND

19 (3) FOR EACH DOG ACQUIRED BY THE RETAIL PET STORE,
20 MAINTAIN A WRITTEN RECORD OF THE HEALTH, STATUS, AND DISPOSITION OF
21 THE DOG, INCLUDING ANY DOCUMENTS THAT ARE REQUIRED AT THE TIME OF
22 SALE.

23 (B) A RETAIL PET STORE SHALL MAINTAIN A COPY OF THE RECORDS
24 REQUIRED UNDER SUBSECTION (A)(2) OF THIS SECTION FOR AT LEAST 1 YEAR
25 AFTER THE DATE OF SALE OF THE DOG.

26 (C) A RETAIL PET STORE SHALL MAKE THE RECORDS REQUIRED UNDER
27 SUBSECTION (A)(2) OF THIS SECTION AVAILABLE TO:

28 (1) THE DEPARTMENT ON REASONABLE NOTICE;

29 (2) ANY PROSPECTIVE PURCHASER ON REQUEST; AND

1 **(3) THE PURCHASER AT THE TIME OF A SALE.**

2 **19-703.**

3 **A RETAIL PET STORE SHALL PROVIDE TO A PURCHASER AT THE TIME OF A**
4 **SALE OF A DOG A WRITTEN DISCLOSURE THAT:**

5 **(1) IS SIGNED AND DATED BY THE OWNER OR OPERATOR OF THE**
6 **RETAIL PET STORE AND THE PURCHASER;**

7 **(2) INCLUDES A STATEMENT BY THE RETAIL PET STORE:**

8 **(I) STATING THAT, AT THE TIME OF THE SALE, THE DOG**
9 **HAS NO KNOWN DISEASE, ILLNESS, OR CONGENITAL OR HEREDITARY**
10 **CONDITION THAT ADVERSELY AFFECTS THE HEALTH OF THE DOG OR IS LIKELY**
11 **TO ADVERSELY AFFECT THE HEALTH OF THE DOG IN THE FUTURE; OR**

12 **(II) IDENTIFYING ANY KNOWN DISEASE, ILLNESS, OR**
13 **CONGENITAL OR HEREDITARY CONDITION THAT ADVERSELY AFFECTS THE**
14 **HEALTH OF THE DOG OR IS LIKELY TO ADVERSELY AFFECT THE HEALTH OF THE**
15 **DOG IN THE FUTURE; AND**

16 **(3) IF THE DOG HAS NOT RECEIVED A VETERINARY EXAMINATION,**
17 **INCLUDES A STATEMENT THAT THE DOG HAS NOT RECEIVED A VETERINARY**
18 **EXAMINATION BEFORE THE SALE.**

19 **19-704.**

20 **(A) (1) A PERSON WHO PURCHASED A DOG FROM A RETAIL PET**
21 **STORE IS ENTITLED TO A REMEDY UNDER THIS SECTION IF:**

22 **(I) WITHIN 21 DAYS AFTER THE DATE OF THE SALE, A**
23 **LICENSED VETERINARIAN STATES IN WRITING THAT THE DOG SUFFERS FROM**
24 **OR HAS DIED OF A DISEASE OR ILLNESS ADVERSELY AFFECTING THE HEALTH OF**
25 **THE DOG AND THAT EXISTED IN THE DOG ON OR BEFORE THE DATE OF**
26 **DELIVERY TO THE PURCHASER; OR**

27 **(II) WITHIN 1 YEAR AFTER THE DATE OF THE SALE, A**
28 **LICENSED VETERINARIAN STATES IN WRITING THAT THE DOG POSSESSES OR**
29 **HAS DIED OF A CONGENITAL OR HEREDITARY CONDITION ADVERSELY**
30 **AFFECTING THE HEALTH OF THE DOG OR THAT REQUIRES HOSPITALIZATION OR**
31 **A NONELECTIVE SURGICAL PROCEDURE.**

1 **(2) INTestinal or external parasites may not be**
2 **considered to adversely affect the health of the dog unless the**
3 **presence of the parasites makes the dog clinically ill.**

4 **(B) (1) A purchaser entitled to a remedy under subsection**
5 **(A) of this section may:**

6 **(i) Return the dog to the retail pet store for a**
7 **full refund of the purchase price;**

8 **(ii) Exchange the dog for another dog of**
9 **comparable value chosen by the purchaser; or**

10 **(iii) Retain the dog and be reimbursed by the retail**
11 **pet store for reasonable veterinary fees for diagnosis and**
12 **treatment of the dog, not exceeding three times the purchase price**
13 **of the dog.**

14 **(2) Veterinary fees under paragraph (1)(iii) of this**
15 **subsection shall be considered reasonable if:**

16 **(i) The services provided are appropriate for the**
17 **diagnosis and treatment of the disease, illness, or congenital or**
18 **hereditary condition; and**

19 **(ii) The cost of the services is comparable to that**
20 **charged for similar services by other licensed veterinarians**
21 **located in close proximity to the treating veterinarian.**

22 **(3) Unless the owner or operator of the retail pet**
23 **store contests a reimbursement required under paragraph (1)(iii) of**
24 **this subsection, the reimbursement shall be made to the purchaser**
25 **no later than 10 business days after the retail pet store receives**
26 **the veterinarian's statement under subsection (c)(1) of this section.**

27 **(c) (1) To obtain a remedy under this section, a purchaser**
28 **shall:**

29 **(i) Notify the owner or operator of the retail pet**
30 **store within 3 business days after a diagnosis by a licensed**
31 **veterinarian of a disease, illness, or congenital or hereditary**
32 **condition of the dog for which the purchaser is seeking a remedy;**

1 **(II) PROVIDE TO THE OWNER OR OPERATOR OF THE RETAIL**
2 **PET STORE A WRITTEN STATEMENT FROM A LICENSED VETERINARIAN WITHIN 5**
3 **BUSINESS DAYS AFTER A DIAGNOSIS BY THE VETERINARIAN THAT THE DOG**
4 **SUFFERS FROM OR HAS DIED OF A DISEASE, ILLNESS, OR CONGENITAL OR**
5 **HEREDITARY CONDITION ADVERSELY AFFECTING THE HEALTH OF THE DOG AND**
6 **THAT EXISTED IN THE DOG ON OR BEFORE THE DATE OF DELIVERY TO THE**
7 **PURCHASER;**

8 **(III) ON REQUEST OF THE OWNER OR OPERATOR OF THE**
9 **RETAIL PET STORE, TAKE THE DOG FOR AN EXAMINATION BY A LICENSED**
10 **VETERINARIAN CHOSEN BY THE OWNER OR OPERATOR OF THE RETAIL PET**
11 **STORE, AT THE EXPENSE OF THE RETAIL PET STORE;**

12 **(IV) IF THE DOG HAS DIED, ON REQUEST OF THE OWNER OR**
13 **OPERATOR OF THE RETAIL PET STORE, TAKE THE DECEASED DOG FOR A**
14 **NECROPSY BY A LICENSED VETERINARIAN CHOSEN BY THE OWNER OR**
15 **OPERATOR OF THE RETAIL PET STORE, AT THE EXPENSE OF THE RETAIL PET**
16 **STORE; AND**

17 **(V) IF THE PURCHASER REQUESTS A REIMBURSEMENT OF**
18 **REASONABLE VETERINARY FEES UNDER SUBSECTION (B)(1)(III) OF THIS**
19 **SECTION, PROVIDE TO THE RETAIL PET STORE AN ITEMIZED BILL FOR THE**
20 **DIAGNOSIS AND TREATMENT OF THE DISEASE, ILLNESS, OR CONGENITAL OR**
21 **HEREDITARY CONDITION OF THE DOG FOR WHICH THE PURCHASER IS SEEKING**
22 **A REMEDY.**

23 **(2) A VETERINARIAN'S STATEMENT UNDER PARAGRAPH (1)(II) OF**
24 **THIS SUBSECTION SHALL INCLUDE:**

25 **(I) THE PURCHASER'S NAME AND ADDRESS;**

26 **(II) A STATEMENT THAT THE VETERINARIAN EXAMINED THE**
27 **DOG;**

28 **(III) THE DATE OR DATES ON WHICH THE DOG WAS**
29 **EXAMINED;**

30 **(IV) THE BREED AND AGE OF THE DOG, IF KNOWN;**

31 **(V) A STATEMENT THAT THE DOG HAS OR HAD A DISEASE,**
32 **ILLNESS, OR CONGENITAL OR HEREDITARY CONDITION THAT IS SUBJECT TO A**
33 **REMEDY; AND**

1 **(VI) THE FINDINGS OF THE EXAMINATION OR NECROPSY,**
2 **INCLUDING LABORATORY RESULTS OR COPIES OF THE RESULTS.**

3 **(D) A PURCHASER IS NOT ENTITLED TO A REMEDY UNDER THIS**
4 **SECTION IF:**

5 **(1) THE ILLNESS OR DEATH RESULTED FROM:**

6 **(I) MALTREATMENT OR NEGLECT BY THE PURCHASER;**

7 **(II) AN INJURY SUSTAINED AFTER THE DELIVERY OF THE**
8 **DOG TO THE PURCHASER; OR**

9 **(III) AN ILLNESS OR DISEASE CONTRACTED AFTER THE**
10 **DELIVERY OF THE DOG TO THE PURCHASER;**

11 **(2) THE PURCHASER DOES NOT CARRY OUT THE RECOMMENDED**
12 **TREATMENT PRESCRIBED BY THE VETERINARIAN WHO MADE THE DIAGNOSIS;**

13 **(3) THE ILLNESS, DISEASE, OR CONGENITAL OR HEREDITARY**
14 **CONDITION WAS DISCLOSED AT THE TIME OF PURCHASE; OR**

15 **(4) THE PURCHASER DOES NOT RETURN TO THE RETAIL PET**
16 **STORE ALL DOCUMENTS PROVIDED TO THE PURCHASER TO REGISTER THE DOG.**

17 **(E) (1) A RETAIL PET STORE MAY CONTEST A REMEDY UNDER THIS**
18 **SECTION BY HAVING THE DOG EXAMINED BY A LICENSED VETERINARIAN AT THE**
19 **EXPENSE OF THE RETAIL PET STORE.**

20 **(2) IF THE PURCHASER AND THE RETAIL PET STORE HAVE NOT**
21 **REACHED AN AGREEMENT WITHIN 10 BUSINESS DAYS AFTER THE EXAMINATION**
22 **OF THE DOG BY THE VETERINARIAN CHOSEN BY THE RETAIL PET STORE:**

23 **(I) THE PURCHASER MAY BRING SUIT IN A COURT OF**
24 **COMPETENT JURISDICTION TO RESOLVE THE DISPUTE; OR**

25 **(II) IF THE PARTIES AGREE IN WRITING, THE PARTIES MAY**
26 **SUBMIT THE DISPUTE TO BINDING ARBITRATION.**

27 **(3) IF THE COURT OR ARBITER FINDS THAT EITHER PARTY ACTED**
28 **IN BAD FAITH IN SEEKING OR DENYING THE REQUESTED REMEDY, THE**

1 OFFENDING PARTY MAY BE REQUIRED TO PAY REASONABLE ATTORNEY'S FEES
2 AND COURT COSTS OF THE ADVERSE PARTY.

3 **19-705.**

4 (A) A RETAIL PET STORE THAT SELLS DOGS SHALL CONSPICUOUSLY
5 POST A NOTICE STATING THAT PURCHASERS OF DOGS HAVE SPECIFIC RIGHTS
6 UNDER THE LAW AND THAT A WRITTEN STATEMENT OF THOSE RIGHTS IS
7 AVAILABLE ON REQUEST.

8 (B) (1) AT THE TIME OF A SALE OF A DOG OR ON REQUEST OF A
9 PROSPECTIVE PURCHASER, A RETAIL PET STORE SHALL PROVIDE A WRITTEN
10 NOTICE OF PURCHASER'S RIGHTS UNDER THIS SUBTITLE.

11 (2) AT THE TIME A WRITTEN NOTICE IS PROVIDED UNDER
12 PARAGRAPH (1) OF THIS SUBSECTION, THE NOTICE SHALL BE SIGNED BY THE
13 OWNER OR OPERATOR OF THE RETAIL PET STORE AND THE PURCHASER.

14 **19-706.**

15 (A) (1) A RETAIL PET STORE THAT REPRESENTS THAT A DOG SOLD BY
16 THE RETAIL PET STORE IS REGISTERED OR REGISTRABLE SHALL PROVIDE THE
17 PURCHASER WITH A WRITTEN NOTICE AT THE TIME OF THE SALE THAT STATES:
18 "A PEDIGREE OR REGISTRATION DOES NOT ASSURE PROPER BREEDING
19 CONDITION, HEALTH, QUALITY, OR CLAIMS TO LINEAGE."

20 (2) AT THE TIME A WRITTEN NOTICE IS PROVIDED UNDER
21 PARAGRAPH (1) OF THIS SUBSECTION, THE NOTICE SHALL BE SIGNED BY THE
22 OWNER OR OPERATOR OF THE RETAIL PET STORE AND THE PURCHASER.

23 (B) (1) A RETAIL PET STORE MAY NOT STATE, PROMISE, OR
24 REPRESENT TO A PURCHASER, DIRECTLY OR INDIRECTLY, THAT A DOG IS
25 REGISTERED OR REGISTRABLE UNLESS THE RETAIL PET STORE PROVIDES THE
26 PURCHASER WITH THE DOCUMENTS NECESSARY FOR REGISTRATION WITHIN
27 120 DAYS AFTER THE DATE OF SALE.

28 (2) IF THE RETAIL PET STORE DOES NOT PROVIDE THE
29 DOCUMENTS AS REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE
30 PURCHASER MAY:

31 (I) PROVIDE WRITTEN NOTICE TO THE RETAIL PET STORE
32 OF THE PURCHASER'S INTENT TO SEEK A REMEDY AUTHORIZED IN ITEM (II) OF
33 THIS PARAGRAPH; AND

1 **(II) 1. RETURN THE DOG AND ALL ACCOMPANYING**
2 **DOCUMENTATION TO THE RETAIL PET STORE FOR A FULL REFUND OF THE**
3 **PURCHASE PRICE; OR**

4 **2. RETAIN THE DOG AND BE REIMBURSED BY THE**
5 **RETAIL PET STORE FOR 50% OF THE PURCHASE PRICE.**

6 **19-707.**

7 **AN OWNER OR OPERATOR OF A RETAIL PET STORE THAT VIOLATES THIS**
8 **SUBTITLE IS LIABLE FOR A CIVIL PENALTY NOT EXCEEDING:**

9 **(1) \$500 FOR A FIRST OFFENSE; OR**

10 **(2) \$1,000 FOR EACH SUBSEQUENT OFFENSE.**

11 **19-708.**

12 **NOTHING IN THIS SUBTITLE LIMITS:**

13 **(1) THE RIGHTS OR REMEDIES OTHERWISE AVAILABLE TO A**
14 **PURCHASER;**

15 **(2) THE ABILITY OF THE OWNER OR OPERATOR OF A RETAIL PET**
16 **STORE AND PURCHASER TO AGREE TO ADDITIONAL TERMS AND CONDITIONS**
17 **THAT DO NOT IMPAIR THE RIGHTS GRANTED TO A PURCHASER UNDER THIS**
18 **SUBTITLE; OR**

19 **(3) THE ABILITY OF THE STATE OR A LOCAL GOVERNMENT TO**
20 **PROSECUTE THE OWNER OR OPERATOR OF A RETAIL PET STORE FOR ANY**
21 **OTHER VIOLATION OF LAW.**

22 **SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect**
23 **October 1, 2012.**