

1 AN ACT concerning regulation.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be referred to as the  
5 Best Practices and Uniform Standards to Ensure Consumer  
6 Protection and Safe Pets Act.

7 Section 5. The Animal Welfare Act is amended by changing  
8 Sections 3.1, 3.6, and 3.15 and by adding Section 3.8 as  
9 follows:

10 (225 ILCS 605/3.1) (from Ch. 8, par. 303.1)

11 Sec. 3.1. Information on dogs and cats for sale by a dog  
12 dealer or cattery operator. Every dog dealer and cattery  
13 operator shall provide the following information for every dog  
14 or cat available for sale:

15 (a) The age, sex, and weight of the animal.

16 (b) The breed of the animal.

17 (c) A record of vaccinations and veterinary care and  
18 treatment.

19 (d) A record of surgical sterilization or lack of surgical  
20 sterilization.

21 (e) The name and address of the breeder of the animal.

22 (f) The name and address of any other person who owned or

1 harbored the animal between its birth and the point of sale.

2 (g) Documentation that indicates that the dog or cat has  
3 been microchipped and the microchip has been enrolled in a  
4 nationally searchable database.

5 (Source: P.A. 96-1470, eff. 1-1-11.)

6 (225 ILCS 605/3.6)

7 Sec. 3.6. Acceptance of stray dogs and cats.

8 (a) No animal shelter may accept a stray dog or cat unless  
9 the animal is reported by the shelter to the animal control or  
10 law enforcement of the county in which the animal is found by  
11 the next business day. An animal shelter may accept animals  
12 from: (1) the owner of the animal where the owner signs a  
13 relinquishment form which states he or she is the owner of the  
14 animal; (2) an animal shelter licensed under this Act; or (3)  
15 an out-of-state animal control facility, rescue group, or  
16 animal shelter that is duly licensed in their state or is a  
17 not-for-profit organization.

18 (b) When stray dogs and cats are accepted by an animal  
19 shelter, they must be scanned for the presence of a microchip  
20 and examined for other currently-acceptable methods of  
21 identification, including, but not limited to, identification  
22 tags, tattoos, and rabies license tags. The examination for  
23 identification shall be done within 24 hours after the intake  
24 of each dog or cat. The animal shelter shall notify the owner  
25 and transfer any dog with an identified owner to the animal

1 control or law enforcement agency in the jurisdiction in which  
2 it was found or the local animal control agency for redemption.

3 (c) If no transfer can occur, the animal shelter shall make  
4 every reasonable attempt to contact the owner, agent, or  
5 caretaker as soon as possible. The animal shelter shall give  
6 notice of not less than 7 business days to the owner, agent, or  
7 caretaker prior to disposal of the animal. The notice shall be  
8 mailed to the last known address of the owner, agent, or  
9 caretaker. Testimony of the animal shelter, or its authorized  
10 agent, who mails the notice shall be evidence of the receipt of  
11 the notice by the owner, agent, or caretaker of the animal. A  
12 mailed notice shall remain the primary means of owner, agent,  
13 or caretaker contact; however, the animal shelter shall also  
14 attempt to contact the owner, agent, or caretaker by any other  
15 contact information, such as by telephone or email address,  
16 provided by the microchip or other method of identification  
17 found on the dog or cat. If the dog or cat has been  
18 microchipped and the primary contact listed by the chip  
19 manufacturer cannot be located or refuses to reclaim the dog or  
20 cat, an attempt shall be made to contact any secondary contacts  
21 listed by the chip manufacturer prior to adoption, transfer, or  
22 euthanization. Prior to transferring any stray dog or cat to  
23 another humane shelter, pet store, ~~or~~ rescue group, or  
24 euthanization, the dog or cat shall be scanned again for the  
25 presence of a microchip and examined for other means of  
26 identification. If a second scan provides the same identifying

1 information as the initial intake scan and the owner, agent, or  
2 caretaker has not been located or refuses to reclaim the dog or  
3 cat, the animal shelter may proceed with adoption, transfer, or  
4 euthanization.

5 (d) When stray dogs and cats are accepted by an animal  
6 shelter and no owner can be identified, the shelter shall hold  
7 the animal for the period specified in local ordinance prior to  
8 adoption, transfer, or euthanasia. The animal shelter shall  
9 allow access to the public to view the animals housed there. If  
10 a dog is identified by an owner who desires to make redemption  
11 of it, the dog shall be transferred to the local animal control  
12 for redemption. If no transfer can occur, the animal shelter  
13 shall proceed pursuant to Section 3.7. Upon lapse of the hold  
14 period specified in local ordinance and no owner can be  
15 identified, ownership of the animal, by operation of law,  
16 transfers to the shelter that has custody of the animal.

17 (e) No representative of an animal shelter may enter  
18 private property and remove an animal without permission from  
19 the property owner and animal owner, nor can any representative  
20 of an animal shelter direct another individual to enter private  
21 property and remove an animal unless that individual is an  
22 approved humane investigator (approved by the Department)  
23 operating pursuant to the provisions of the Humane Care for  
24 Animals Act.

25 (f) Nothing in this Section limits an animal shelter and an  
26 animal control facility who, through mutual agreement, wish to

1 enter into an agreement for animal control, boarding, holding,  
2 or other services provided that the agreement requires parties  
3 adhere to the provisions of the Animal Control Act, the Humane  
4 Euthanasia in Animal Shelters Act, and the Humane Care for  
5 Animals Act.

6 (Source: P.A. 99-310, eff. 1-1-16.)

7 (225 ILCS 605/3.8 new)

8 Sec. 3.8. Sourcing of dogs and cats sold by pet shops.

9 (a) A pet shop operator may not obtain a dog or cat for  
10 resale or sell or offer for sale any dog or cat obtained from a  
11 person who is required to be licensed by the pet dealer  
12 regulations of the United States Department of Agriculture  
13 under the federal Animal Welfare Act (7 U.S.C. 2131 et seq.) if  
14 any of the following applies to the original breeder:

15 (1) The person is not currently licensed by the United  
16 States Department of Agriculture under the federal Animal  
17 Welfare Act.

18 (2) During the 2-year period before the day the dog or  
19 cat is received by the pet shop, the person received a  
20 direct or critical non-compliant citation on a final  
21 inspection report from the United States Department of  
22 Agriculture under the federal Animal Welfare Act.

23 (3) During the 2-year period before the day the dog or  
24 cat is received by the pet shop, the person received 3 or  
25 more non-compliant citations on a final inspection report

1 from the United States Department of Agriculture for  
2 violations relating to the health or welfare of the animal  
3 and the violations were not administrative in nature.

4 (4) The person received a no-access violation on each  
5 of the 3 most recent final inspection reports from the  
6 United States Department of Agriculture.

7 (b) A pet shop operator is presumed to have acted in good  
8 faith and to have satisfied its obligation to ascertain whether  
9 a person meets the criteria described in subsection (a) of this  
10 Section if, when placing an order to obtain a dog or cat for  
11 sale or resale, the pet shop operator conducts a search for  
12 inspection reports that are readily available of the breeder on  
13 the Animal Care Information System online search tool  
14 maintained by the United States Department of Agriculture. If  
15 inspection reports are not readily available on the United  
16 States Department of Agriculture website, the pet shop operator  
17 must obtain the inspection reports from the person or persons  
18 required to meet the criteria described in subsection (a) of  
19 this Section.

20 (c) Notwithstanding subsections (a) and (b) of this  
21 Section, a pet shop operator may obtain a dog or cat for resale  
22 or sell or offer for sale any dog or cat obtained from: (1) a  
23 person that sells dogs only he or she has produced and raised  
24 and who is not required to be licensed by the United States  
25 Department of Agriculture, (2) a publicly operated pound or a  
26 private non-profit humane society or rescue, or (3) an animal

1 adoption event conducted by a pound or humane society.

2 (d) A pet shop operator shall maintain records verifying  
3 its compliance with this Section for 2 years after obtaining  
4 the dog or cat to be sold or offered for sale. Records  
5 maintained pursuant to this subsection (d) shall be open to  
6 inspection on request by a Department of Agriculture inspector.

7 (225 ILCS 605/3.15)

8 Sec. 3.15. Disclosures for dogs and cats being sold by pet  
9 shops.

10 (a) Prior to the time of sale, every pet shop operator  
11 must, to the best of his or her knowledge, provide to the  
12 consumer the following information on any dog or cat being  
13 offered for sale:

14 (1) The retail price of the dog or cat, including any  
15 additional fees or charges.

16 (2) The breed, age, date of birth, sex, and color of  
17 the dog or cat.

18 (3) The date and description of any inoculation or  
19 medical treatment that the dog or cat received while under  
20 the possession of the pet shop operator.

21 (4) The name and business address of both the dog or  
22 cat breeder and the facility where the dog or cat was born.  
23 If the dog or cat breeder is located in the State, then the  
24 breeder's license number. If the dog or cat breeder also  
25 holds a license issued by the United States Department of

1 Agriculture, the breeder's federal license number.

2 (5) (Blank).

3 (6) If eligible for registration with a pedigree  
4 registry, then the name and registration numbers of the  
5 sire and dam and the address of the pedigree registry where  
6 the sire and dam are registered.

7 (7) If the dog or cat was returned by a customer, then  
8 the date and reason for the return.

9 (8) A copy of the pet shop's policy regarding  
10 warranties, refunds, or returns and an explanation of the  
11 remedy under subsections (f) through (m) of this Section in  
12 addition to any other remedies available at law.

13 (9) The pet shop operator's license number issued by  
14 the Illinois Department of Agriculture.

15 (10) Disclosure that the dog or cat has been  
16 microchipped and the microchip has been enrolled in a  
17 nationally searchable database. Pet stores must also  
18 disclose that the purchaser has the option to list the pet  
19 store as a secondary contact on the microchip.

20 (a-5) All dogs and cats shall be microchipped by a pet shop  
21 operator prior to sale.

22 (b) The information required in subsection (a) shall be  
23 provided to the customer in written form by the pet shop  
24 operator and shall have an acknowledgement of disclosures form,  
25 which must be signed by the customer and the pet shop operator  
26 at the time of sale. The acknowledgement of disclosures form



1 shall include the following:

2 (1) A blank space for the dated signature and printed  
3 name of the pet shop operator, which shall be immediately  
4 beneath the following statement: "I hereby attest that all  
5 of the above information is true and correct to the best of  
6 my knowledge."

7 (2) A blank space for the customer to sign and print  
8 his or her name and the date, which shall be immediately  
9 beneath the following statement: "I hereby attest that this  
10 disclosure was posted on or near the cage of the dog or cat  
11 for sale and that I have read all of the disclosures. I  
12 further understand that I am entitled to keep a signed copy  
13 of this disclosure."

14 (c) A copy of the disclosures and the signed  
15 acknowledgement of disclosures form shall be provided to the  
16 customer at the time of sale and the original copy shall be  
17 maintained by the pet shop operator for a period of 2 years  
18 from the date of sale. A copy of the pet store operator's  
19 policy regarding warranties, refunds, or returns shall be  
20 provided to the customer.

21 (d) A pet shop operator shall post in a conspicuous place  
22 in writing on or near the cage of any dog or cat available for  
23 sale the information required by subsection (a) of this Section  
24 3.15.

25 (e) If there is an outbreak of distemper, parvovirus, or  
26 any other contagious and potentially life-threatening disease,

1 the pet shop operator shall notify the Department immediately  
2 upon becoming aware of the disease. If the Department issues a  
3 quarantine, the pet shop operator shall notify, in writing and  
4 within 2 business days of the quarantine, each customer who  
5 purchased a dog or cat during the 2-week period prior to the  
6 outbreak and quarantine.

7 (f) A customer who purchased a dog or cat from a pet shop  
8 is entitled to a remedy under this Section if:

9 (1) within 21 days after the date of sale, a licensed  
10 veterinarian states in writing that at the time of sale (A)  
11 the dog or cat was unfit for purchase due to illness or  
12 disease, the presence of symptoms of a contagious or  
13 infectious disease, or obvious signs of severe parasitism  
14 that are extreme enough to influence the general health of  
15 the animal, excluding fleas or ticks, or (B) the dog or cat  
16 has died from a disease that existed in the dog or cat on  
17 or before the date of delivery to the customer; or

18 (2) within one year after the date of sale, a licensed  
19 veterinarian states in writing that the dog or cat  
20 possesses a congenital or hereditary condition that  
21 adversely affects the health of the dog or cat or requires  
22 either hospitalization or a non-elective surgical  
23 procedure or has died of a congenital or hereditary  
24 condition. Internal or external parasites may not be  
25 considered to adversely affect the health of the dog unless  
26 the presence of the parasites makes the dog or cat

1 clinically ill. The veterinarian's statement shall  
2 include:

3 (A) the customer's name and address;

4 (B) a statement that the veterinarian examined the  
5 dog or cat;

6 (C) the date or dates that the dog or cat was  
7 examined;

8 (D) the breed and age of the dog or cat, if known;

9 (E) a statement that the dog or cat has or had a  
10 disease, illness, or congenital or hereditary  
11 condition that is subject to remedy; and

12 (F) the findings of the examination or necropsy,  
13 including any lab results or copies of the results.

14 (g) A customer entitled to a remedy under subsection (f) of  
15 this Section may:

16 (1) return the dog or cat to the pet shop for a full  
17 refund of the purchase price;

18 (2) exchange the dog or cat for another dog or cat of  
19 comparable value chosen by the customer;

20 (3) retain the dog or cat and be reimbursed for  
21 reasonable veterinary fees for diagnosis and treatment of  
22 the dog or cat, not to exceed the purchase price of the dog  
23 or cat; or

24 (4) if the dog or cat is deceased, be reimbursed for  
25 the full purchase price of the dog or cat plus reasonable  
26 veterinary fees associated with the diagnosis and

1 treatment of the dog or cat, not to exceed one times the  
2 purchase price of the dog or cat.

3 For the purposes of this subsection (g), veterinary fees  
4 shall be considered reasonable if (i) the services provided are  
5 appropriate for the diagnosis and treatment of the disease,  
6 illness, or congenital or hereditary condition and (ii) the  
7 cost of the services is comparable to that charged for similar  
8 services by other licensed veterinarians located in close  
9 proximity to the treating veterinarian.

10 (h) Unless the pet shop contests a reimbursement required  
11 under subsection (g) of this Section, the reimbursement shall  
12 be made to the customer no later than 10 business days after  
13 the pet shop operator receives the veterinarian's statement  
14 under subsection (f) of this Section.

15 (i) To obtain a remedy under this Section, a customer  
16 shall:

17 (1) notify the pet shop as soon as reasonably possible  
18 and not to exceed 3 business days after a diagnosis by a  
19 licensed veterinarian of a disease, illness, or congenital  
20 or hereditary condition of the dog or cat for which the  
21 customer is seeking a remedy;

22 (2) provide to the pet shop a written statement  
23 provided for under subsection (f) of this Section by a  
24 licensed veterinarian within 5 business days after a  
25 diagnosis by the veterinarian;

26 (3) upon request of the pet shop, take the dog or cat

1 for an examination by a second licensed veterinarian; the  
2 customer may either choose the second licensed  
3 veterinarian or allow the pet shop to choose the second  
4 veterinarian, if the pet shop agrees to do so. The party  
5 choosing the second veterinarian shall assume the cost of  
6 the resulting examination; and

7 (4) if the customer requests a reimbursement of  
8 veterinary fees, provide to the pet shop an itemized bill  
9 for the disease, illness, or congenital or hereditary  
10 condition of the dog or cat for which the customer is  
11 seeking a remedy.

12 (j) A customer is not entitled to a remedy under this  
13 Section if:

14 (1) the illness or death resulted from: (A)  
15 maltreatment or neglect by the customer; (B) an injury  
16 sustained after the delivery of the dog or cat to the  
17 customer; or (C) an illness or disease contracted after the  
18 delivery of the dog or cat to the customer;

19 (2) the customer does not carry out the recommended  
20 treatment prescribed by the veterinarian who made the  
21 diagnosis; or

22 (3) the customer does not return to the pet shop all  
23 documents provided to register the dog or cat, unless the  
24 documents have already been sent to the registry  
25 organization.

26 (k) A pet shop may contest a remedy under this Section by

1 having the dog or cat examined by a second licensed  
2 veterinarian pursuant to paragraph (3) of subsection (i) of  
3 this Section if the dog or cat is still living. If the dog or  
4 cat is deceased, the pet shop may choose to have the second  
5 veterinarian review any records provided by the veterinarian  
6 who examined or treated the dog or cat for the customer before  
7 its death.

8 If the customer and the pet shop have not reached an  
9 agreement within 10 business days after the examination of the  
10 medical records and the dog or cat, if alive, or the dog's or  
11 cat's medical records, if deceased, by the second veterinarian,  
12 then:

13 (1) the customer may bring suit in a court of competent  
14 jurisdiction to resolve the dispute; or

15 (2) if the customer and the pet shop agree in writing,  
16 the parties may submit the dispute to binding arbitration.

17 If the court or arbiter finds that either party acted in  
18 bad faith in seeking or denying the requested remedy, then the  
19 offending party may be required to pay reasonable attorney's  
20 fees and court costs of the adverse party.

21 (l) This Section shall not apply to any adoption of dogs or  
22 cats, including those in which a pet shop or other organization  
23 rents or donates space to facilitate the adoption.

24 (m) If a pet shop offers its own warranty on a pet, a  
25 customer may choose to waive the remedies provided under  
26 subsection (f) of this Section in favor of choosing the

1 warranty provided by the pet shop. If a customer waives the  
2 rights provided by subsection (f), the only remedies available  
3 to the customer are those provided by the pet shop's warranty.  
4 For the statement to be an effective waiver of the customer's  
5 right to refund or exchange the animal under subsection (f),  
6 the pet shop must provide, in writing, a statement of the  
7 remedy under subsection (f) that the customer is waiving as  
8 well as a written copy of the pet shop's warranty. For the  
9 statement to be an effective waiver of the customer's right to  
10 refund or exchange the animal under subsection (f), it shall be  
11 substantially similar to the following language:

12 "I have agreed to accept the warranty provided by the  
13 pet shop in lieu of the remedies under subsection (f) of  
14 Section 3.15 of the Animal Welfare Act. I have received a  
15 copy of the pet shop's warranty and a statement of the  
16 remedies provided under subsection (f) of Section 3.15 of  
17 the Animal Welfare Act. This is a waiver pursuant to  
18 subsection (m) of Section 3.15 of the Animal Welfare Act  
19 whereby I, the customer, relinquish any and all right to  
20 return the animal for congenital and hereditary disorders  
21 provided by subsection (f) of Section 3.15 of the Animal  
22 Welfare Act. I agree that my exclusive remedy is the  
23 warranty provided by the pet shop at the time of sale."

24 (Source: P.A. 98-509, eff. 1-1-14; 98-593, eff. 11-15-13.)

25 Section 10. The Animal Control Act is amended by changing

1 Section 10 as follows:

2 (510 ILCS 5/10) (from Ch. 8, par. 360)

3 Sec. 10. Impoundment; redemption. When dogs or cats are  
4 apprehended and impounded, they must be scanned for the  
5 presence of a microchip and examined for other currently  
6 acceptable methods of identification, including, but not  
7 limited to, identification tags, tattoos, and rabies license  
8 tags. The examination for identification shall be done within  
9 24 hours after the intake of each dog or cat. The Administrator  
10 shall make every reasonable attempt to contact the owner as  
11 defined by Section 2.16, agent, or caretaker as soon as  
12 possible. The Administrator shall give notice of not less than  
13 7 business days to the owner, agent, or caretaker prior to  
14 disposal of the animal. Such notice shall be mailed to the last  
15 known address of the owner, agent, or caretaker. Testimony of  
16 the Administrator, or his or her authorized agent, who mails  
17 such notice shall be evidence of the receipt of such notice by  
18 the owner, agent, or caretaker of the animal. A mailed notice  
19 shall remain the primary means of owner, agent, or caretaker  
20 contact; however, the Administrator shall also attempt to  
21 contact the owner, agent, or caretaker by any other contact  
22 information, such as by telephone or email address, provided by  
23 the microchip or other method of identification found on the  
24 dog or cat. If the dog or cat has been microchipped and the  
25 primary contact listed by the chip manufacturer cannot be



1 located or refuses to reclaim the dog or cat, an attempt shall  
2 be made to contact any secondary contacts listed by the chip  
3 manufacturer prior to adoption, transfer, or euthanization.  
4 Prior to transferring the dog or cat to another humane shelter,  
5 pet store, rescue group, or euthanization, the dog or cat shall  
6 be scanned again for the presence of a microchip and examined  
7 for other means of identification. If a second scan provides  
8 the same identifying information as the initial intake scan and  
9 the owner, agent, or caretaker has not been located or refuses  
10 to reclaim the dog or cat, the animal control facility may  
11 proceed with the adoption, transfer, or euthanization.

12 In case the owner, agent, or caretaker of any impounded dog  
13 or cat desires to make redemption thereof, he or she may do so  
14 by doing the following:

15 a. Presenting proof of current rabies inoculation and  
16 registration, if applicable.

17 b. Paying for the rabies inoculation of the dog or cat  
18 and registration, if applicable.

19 c. Paying the pound for the board of the dog or cat for  
20 the period it was impounded.

21 d. Paying into the Animal Control Fund an additional  
22 impoundment fee as prescribed by the Board as a penalty for  
23 the first offense and for each subsequent offense.

24 e. Paying a \$25 public safety fine to be deposited into  
25 the Pet Population Control Fund; the fine shall be waived  
26 if it is the dog's or cat's first impoundment and the

1 owner, agent, or caretaker has the animal spayed or  
2 neutered within 14 days.

3 f. Paying for microchipping and registration if not  
4 already done.

5 The payments required for redemption under this Section  
6 shall be in addition to any other penalties invoked under this  
7 Act and the Illinois Public Health and Safety Animal Population  
8 Control Act. An animal control agency shall assist and share  
9 information with the Director of Public Health in the  
10 collection of public safety fines.

11 (Source: P.A. 97-240, eff. 1-1-12.)

12 Section 99. Effective date. This Act takes effect upon  
13 becoming law.