



Rep. William "Will" Davis

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1 AMENDMENT TO HOUSE BILL 2793

2 AMENDMENT NO. _____. Amend House Bill 2793 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The State Finance Act is amended by adding
5 Section 5.970 as follows:

6 (30 ILCS 105/5.970 new)

7 Sec. 5.970. The Sourcing and Inspection Compliance Fund.

8 Section 10. The Animal Welfare Act is amended by changing
9 Sections 3.6, 3.8, 3.9, 3.15, 20, and 22 and by adding Sections
10 7.2 and 21.5 as follows:

11 (225 ILCS 605/3.6)

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

13 (a) No animal shelter may accept a stray dog or cat unless
14 the animal is reported by the shelter to the animal control or

1 law enforcement of the county in which the animal is found by
2 the next business day. An animal shelter may accept animals
3 from: (1) the owner of the animal where the owner signs a
4 relinquishment form which states he or she is the owner of the
5 animal; (2) an animal shelter licensed under this Act; or (3)
6 an out-of-state animal control facility, rescue group, or
7 animal shelter that is duly licensed in their state or is a
8 not-for-profit organization. An animal shelter shall not
9 accept a dog or cat pursuant to item (2) or (3) unless it
10 obtains and keeps record of documentation attesting the dog or
11 cat was not obtained through compensation or payment to a dog
12 breeder or cat breeder.

13 (b) When stray dogs and cats are accepted by an animal
14 shelter, they must be scanned for the presence of a microchip
15 and examined for other currently-acceptable methods of
16 identification, including, but not limited to, identification
17 tags, tattoos, and rabies license tags. The examination for
18 identification shall be done within 24 hours after the intake
19 of each dog or cat. The animal shelter shall notify the owner
20 and transfer any dog with an identified owner to the animal
21 control or law enforcement agency in the jurisdiction in which
22 it was found or the local animal control agency for
23 redemption.

24 (c) If no transfer can occur, the animal shelter shall
25 make every reasonable attempt to contact the owner, agent, or
26 caretaker as soon as possible. The animal shelter shall give

1 notice of not less than 7 business days to the owner, agent, or
2 caretaker prior to disposal of the animal. The notice shall be
3 mailed to the last known address of the owner, agent, or
4 caretaker. Testimony of the animal shelter, or its authorized
5 agent, who mails the notice shall be evidence of the receipt of
6 the notice by the owner, agent, or caretaker of the animal. A
7 mailed notice shall remain the primary means of owner, agent,
8 or caretaker contact; however, the animal shelter shall also
9 attempt to contact the owner, agent, or caretaker by any other
10 contact information, such as by telephone or email address,
11 provided by the microchip or other method of identification
12 found on the dog or cat. If the dog or cat has been
13 microchipped and the primary contact listed by the chip
14 manufacturer cannot be located or refuses to reclaim the dog
15 or cat, an attempt shall be made to contact any secondary
16 contacts listed by the chip manufacturer or the purchaser of
17 the microchip if the purchaser is a nonprofit organization,
18 animal shelter, animal control facility, pet store, breeder,
19 or veterinary office prior to adoption, transfer, or
20 euthanization. Prior to transferring any stray dog or cat to
21 another humane shelter, pet store, rescue group, or
22 euthanization, the dog or cat shall be scanned again for the
23 presence of a microchip and examined for other means of
24 identification. If a second scan provides the same identifying
25 information as the initial intake scan and the owner, agent,
26 or caretaker has not been located or refuses to reclaim the dog

1 or cat, the animal shelter may proceed with adoption,
2 transfer, or euthanization.

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

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

23 (f) Nothing in this Section limits an animal shelter and
24 an animal control facility who, through mutual agreement, wish
25 to enter into an agreement for animal control, boarding,
26 holding, measures to improve life-saving, or other services

1 provided that the agreement requires parties adhere to the
2 provisions of the Animal Control Act, the Humane Euthanasia in
3 Animal Shelters Act, and the Humane Care for Animals Act.

4 (Source: P.A. 99-310, eff. 1-1-16; 100-322, eff. 8-24-17;
5 100-870, eff. 1-1-19.)

6 (225 ILCS 605/3.8)

7 Sec. 3.8. Sourcing ~~Prohibition~~ of dogs and cats sold by
8 pet shops; recordkeeping.

9 (a) A pet shop operator may offer for sale a dog or cat
10 only if the dog or cat is obtained from a verified breeder, ~~an~~
11 animal control facility, or animal shelter, located in-state
12 or out-of-state, that is in compliance with Section 3.9.

13 (b) A pet shop operator shall keep a record of each dog or
14 cat offered for sale. The record must be kept on file for a
15 period of 2 years following the acquisition of each dog or cat,
16 made available to the Department upon request, and submitted
17 to the Department on May 1 and November 1 of each year. The
18 record shall include the following:

19 (1) name, address, and phone number of the verified
20 breeder, animal control facility, or animal shelter each
21 dog or cat was obtained from; and

22 (2) documentation from the verified breeder, animal
23 control facility, or animal shelter each dog or cat was
24 obtained from demonstrating compliance with Section 3.9,
25 including the circumstances that led to the animal control

1 facility or animal shelter obtaining ownership of the dog
2 or cat and any other information indicating the dog or cat
3 was not obtained from a source prohibited in Section 3.9.

4 (c) (Blank). ~~In addition to the penalties set forth in~~
5 ~~Section 20.5, a pet shop operator that violates subsection (a)~~
6 ~~shall no longer offer for sale a dog or cat regardless of where~~
7 ~~the dog or cat was obtained.~~

8 (d) Nothing in this Section prohibits a pet shop operator
9 from providing space to an animal control facility or animal
10 shelter to showcase dogs or cats owned by these entities for
11 the purpose of adoption.

12 (Source: P.A. 102-586, eff. 2-23-22.)

13 (225 ILCS 605/3.9)

14 Sec. 3.9. Verified breeders, animal ~~Animal~~ control
15 facilities, and animal shelters supplying to pet shop
16 operators.

17 (a) An animal control facility or animal shelter that
18 supplies dogs or cats to pet shop operators to be offered for
19 sale shall not be a dog breeder or a cat breeder or obtain dogs
20 or cats from a dog breeder, a cat breeder, a person who resells
21 dogs or cats from a breeder, or a person who sells dogs or cats
22 at auction in exchange for payment or compensation.

23 (b) An animal control facility or animal shelter that
24 supplies dogs or cats to pet shops to be offered for sale shall
25 provide pet shops with documentation demonstrating compliance

1 with this Section, including a description of the ownership
2 history of each dog or cat supplied, if known, the
3 circumstances that led to ownership of the dog or cat, and any
4 other information indicating the dog or cat was not obtained
5 from a source prohibited in this Section.

6 (c) To verify a breeder meets or exceeds the standards set
7 forth in 8 Ill. Adm. Code 25, a pet shop operator must obtain
8 from the breeder a signed affidavit, or a document prescribed
9 and provided by the Department, stating compliance with those
10 standards, which must be accompanied by one or more of the
11 following documents: (1) copies of inspection reports over a
12 2-year period from the State or local governmental entity that
13 has jurisdiction certifying the breeder meets or exceeds the
14 standards; or (2) a copy of audit results, conducted within
15 the past 16 months by an independent third party, certified as
16 an ISO 9001 auditing firm, certifying the completion of an
17 outcome-based breeder standards program that meets or exceeds
18 the standards set forth in 8 Ill. Adm. Code 25. Failure to have
19 copies of inspection or audit reports shall be deemed a
20 violation of Section 10 of this Act.

21 (d) As used this Section:

22 "Outcome-based breeder standards program" means a program
23 approved by the Department that tests for and certifies the
24 physical welfare, behavioral welfare, and genetic health of
25 the animal, in addition to certifying standards in areas such
26 as nutrition, veterinary care, housing, handling, and

1 exercise.

2 "Verified breeder" means a breeder that satisfies the
3 requirements of subsection (c).

4 (Source: P.A. 102-586, eff. 2-23-22.)

5 (225 ILCS 605/3.15)

6 Sec. 3.15. Disclosures for dogs and cats being sold by pet
7 shops.

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

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

14 (2) The breed or breeds, if known, age, date of birth,
15 sex, and color of the dog or cat.

16 (3) The date and description of any inoculation or
17 medical treatment that the dog or cat received while under
18 the possession of the breeder, pet shop operator, and any
19 inoculation or medical treatment that the dog or cat
20 received while under the possession of the animal control
21 facility, or animal shelter that the pet shop operator is
22 aware of.

23 (4) Sourcing information required in subsection (b) of
24 Section 3.8.

25 (5) (Blank).

1 (6) (Blank).

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

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

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

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

15 (11) If eligible for registration with a pedigree
16 registry, then the name and registration numbers of the
17 sire and dam and the address of the pedigree registry
18 where the sire and dam are registered.

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

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

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

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

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

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

23 (e) If there is an outbreak of distemper, parvovirus, or
24 any other contagious and potentially life-threatening disease,
25 the pet shop operator shall notify the Department immediately
26 upon becoming aware of the disease. If the Department issues a

1 quarantine, the pet shop operator shall notify, in writing and
2 within 2 business days of the quarantine, each customer who
3 purchased a dog or cat during the 2-week period prior to the
4 outbreak and quarantine.

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

7 (1) within 21 days after the date of sale, a licensed
8 veterinarian states in writing that at the time of sale

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

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

- 1 (A) the customer's name and address;
- 2 (B) a statement that the veterinarian examined the
3 dog or cat;
- 4 (C) the date or dates that the dog or cat was
5 examined;
- 6 (D) the breed and age of the dog or cat, if known;
- 7 (E) a statement that the dog or cat has or had a
8 disease, illness, or congenital or hereditary
9 condition that is subject to remedy; and
- 10 (F) the findings of the examination or necropsy,
11 including any lab results or copies of the results.
- 12 (g) A customer entitled to a remedy under subsection (f)
13 of this Section may:
- 14 (1) return the dog or cat to the pet shop for a full
15 refund of the purchase price;
- 16 (2) exchange the dog or cat for another dog or cat of
17 comparable value chosen by the customer;
- 18 (3) retain the dog or cat and be reimbursed for
19 reasonable veterinary fees for diagnosis and treatment of
20 the dog or cat, not to exceed the purchase price of the dog
21 or cat; or
- 22 (4) if the dog or cat is deceased, be reimbursed for
23 the full purchase price of the dog or cat plus reasonable
24 veterinary fees associated with the diagnosis and
25 treatment of the dog or cat, not to exceed one times the
26 purchase price of the dog or cat.

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

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

13 (i) To obtain a remedy under this Section, a customer
14 shall:

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

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

24 (3) upon request of the pet shop, take the dog or cat
25 for an examination by a second licensed veterinarian; the
26 customer may either choose the second licensed

1 veterinarian or allow the pet shop to choose the second
2 veterinarian, if the pet shop agrees to do so. The party
3 choosing the second veterinarian shall assume the cost of
4 the resulting examination; and

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

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

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

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

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

24 (k) A pet shop may contest a remedy under this Section by
25 having the dog or cat examined by a second licensed
26 veterinarian pursuant to paragraph (3) of subsection (i) of

1 this Section if the dog or cat is still living. If the dog or
2 cat is deceased, the pet shop may choose to have the second
3 veterinarian review any records provided by the veterinarian
4 who examined or treated the dog or cat for the customer before
5 its death.

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

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

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

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

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

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

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

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

23 (Source: P.A. 102-586, eff. 2-23-22.)

24 (225 ILCS 605/7.2 new)

25 Sec. 7.2. Sourcing compliance.

1 (a) The Department may, at any time, request copies of all
2 inspection reports, audit reports, affidavits, health
3 certificates, and microchipping records of any licensee to
4 verify compliance with this Act.

5 (b) If a pet store provides incomplete or out-of-date
6 copies of inspection or audit reports, the Department may
7 require a pet shop operator pay to have a dog or cat breeder
8 audited by an independent third party, certified as an
9 ISO-9001 auditing firm, certifying the breeder is in
10 compliance with this Act. The audit report shall be sent
11 directly to the Department. The Department shall notify the
12 pet shop operator of the audit results, and failure of the
13 breeder to pass an audit ordered by the Department shall be
14 deemed a violation of Section 10 of this Act by the pet shop
15 operator.

16 (225 ILCS 605/20) (from Ch. 8, par. 320)

17 Sec. 20. Any person violating any provision of this Act,
18 ~~either than a violation of Section 3.8 of this Act,~~ or any rule,
19 regulation, or order of the Department issued pursuant to this
20 Act is guilty of a Class C misdemeanor and every day a
21 violation continues constitutes a separate offense.

22 (Source: P.A. 102-586, eff. 2-23-22.)

23 (225 ILCS 605/21.5 new)

24 Sec. 21.5. Administrative fee on sales of dogs and cats by

1 pet shop operators. Beginning 120 days after the effective
2 date of this amendatory Act of the 103rd General Assembly, a
3 \$25 administrative fee shall be imposed on every dog or cat
4 sold by a pet shop operator. All fees collected under this
5 Section shall be deposited into the Sourcing and Inspection
6 Compliance Fund, which shall be created as a fund administered
7 by the Department for the ordinary and contingent expenses of
8 the Department in the administration of this Section.

9 (225 ILCS 605/22) (from Ch. 8, par. 322)

10 Sec. 22. Except those fees paid pursuant to Section 21.5
11 of this Act, all ~~All~~ fees and other money received by the
12 Department under this Act shall be paid into the General
13 Revenue Fund in the State Treasury.

14 (Source: Laws 1965, p. 2956.)

15 Section 99. Effective date. This Act takes effect upon
16 becoming law."