



95TH GENERAL ASSEMBLY

State of Illinois

2007 and 2008

HB0203

Introduced 1/19/2007, by Rep. Paul D. Froehlich

SYNOPSIS AS INTRODUCED:

New Act

Creates the Retail Sale of Dogs and Cats Act. Imposes various requirements on pet dealers who sell dogs or cats. Provides that an animal must be examined by a licensed veterinarian before being placed with other animals by a pet dealer. Provides that a pet dealer must give the purchaser of a dog or cat a written statement containing certain information about the animal purchased and maintain a record of that information. Requires certain standards of care for animals. Imposes civil monetary penalties on a pet dealer for violations. Provides remedies for a purchaser if an animal becomes ill or dies as a result of an illness that existed in the animal at the time of purchase. Sets out a notice of an animal purchaser's rights, and requires that notice to be given to each purchaser of an animal from a pet dealer. Provides penalties for pet dealers who sell diseased or ill animals. Effective January 1, 2008.

LRB095 03982 CMK 24015 b

FISCAL NOTE ACT
MAY APPLY

A BILL FOR

1 AN ACT concerning business transactions.

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 cited as the Retail
5 Sale of Dogs and Cats Act.

6 Section 5. Definitions. As used in this Act:

7 "Animal" means a dog or cat.

8 "Cat" means any live or dead cat (*Felis catus*) or any
9 cat-hybrid cross.

10 "Dog" means any live or dead dog (*Canis familiaris*) or any
11 dog-hybrid cross.

12 "Person" means any individual, corporation, partnership,
13 association, municipality, or other legal entity.

14 "Clinically ill" means having an illness that is apparent
15 to a veterinarian based on observation, examination, or testing
16 of an animal, or upon review of the medical records relating to
17 an animal.

18 "Department" means the Department of Agriculture.

19 "Pet dealer" means any person, pet-shop operator, dog
20 dealer, kennel operator, or cattery operator as defined in
21 Section 2 of the Animal Welfare Act. For the purposes of this
22 Act, "pet dealer" includes breeders who sell animals, except
23 that a breeder who sells directly to the consumer fewer than 25

1 animals per year that are born and raised on the breeder's
2 residential premises shall not be considered a pet dealer as a
3 result of the sale of those animals. The term does not include
4 animal shelters licensed under the Animal Welfare Act or duly
5 incorporated humane societies dedicated to the care of unwanted
6 animals that make those animals available for adoption, whether
7 or not a fee is charged for the adoption.

8 "Nonelective surgical procedure" means, with respect to an
9 animal, a surgical procedure that is necessary to preserve or
10 restore the health of an animal, to prevent the animal from
11 experiencing pain or discomfort, or to correct a condition that
12 would interfere with an animal's ability to walk, run, jump, or
13 otherwise function in a normal manner.

14 "Purchaser" means a person who purchases an animal from a
15 pet dealer without the intent to resell the animal.

16 Section 10. Examination for sickness. Before being placed
17 with other animals, an animal received by a pet dealer must be
18 examined for sickness by a licensed veterinarian and tested for
19 brucellosis. An animal found to be afflicted with a contagious
20 disease must be kept caged separately from healthy animals and
21 receive veterinary treatment. All animals must be inoculated as
22 required by State or local law. Veterinary care appropriate to
23 the species must be provided without undue delay when
24 necessary. Each animal must be observed each day by the pet
25 dealer or by a person working under the pet dealer's

1 supervision.

2 Section 15. Written statement by pet dealer.

3 (a) A pet dealer must deliver to the purchaser of an
4 animal, at the time of sale, a written statement in a
5 standardized form prescribed by the Department containing the
6 following information:

7 (1) The breeder's and broker's names and addresses if
8 known, or, if not known, the source of the animal. If the
9 person from whom the animal was obtained is a dealer
10 licensed by the United States Department of Agriculture,
11 the statement shall include the person's name, address, and
12 federal dealer identification number.

13 (2) The date of the animal's birth and the date and
14 location where the dealer received the animal. If the
15 animal is not advertised or sold as purebred, registered,
16 or registrable, the date of birth may be approximated if
17 not known by the dealer.

18 (3) The breed, sex, color, and identifying marks at the
19 time of sale, if any. If the animal is from a source
20 licensed by the United States Department of Agriculture,
21 the statement must include the individual identifying tag,
22 tattoo, or collar number for that animal. If the breed is
23 unknown or mixed, the record must so indicate.

24 (4) If a dog is being sold as being capable of
25 registration, the names and registration numbers of the

1 sire and dam, and the litter number if known.

2 (5) A record of the immunization and worming
3 treatments, if any, administered to the animal before the
4 time of sale, including the dates of administration and the
5 type of vaccine or worming treatment.

6 (6) A record of any known disease or sickness with
7 which the animal is afflicted at the time of sale.

8 (7) A record of any veterinary treatment or medication
9 received by the animal while in possession of the pet
10 dealer or breeder and either of the following:

11 (A) A statement, signed by the pet dealer at the
12 time of sale, that (i) the animal has no known disease
13 or illness and (ii) the animal has no known congenital
14 or hereditary condition that adversely affects the
15 health of the animal at the time of sale or that is
16 likely to adversely affect the health of the animal in
17 the future.

18 (B) A record of any known congenital or hereditary
19 condition, disease, or illness that adversely affects
20 the health of the animal at the time of sale or is
21 likely to adversely affect the health of the animal in
22 the future, along with a statement signed by a licensed
23 veterinarian that authorizes the sale of the animal,
24 recommends necessary treatment, if any, and verifies
25 that the condition, disease, or illness does not
26 require hospitalization or nonelective surgical

1 procedures and is not likely to require
2 hospitalization or nonelective surgical procedures in
3 the future. A veterinarian's statement is not required
4 for intestinal or external parasites unless their
5 presence makes the animal clinically ill or is likely
6 to make the animal clinically ill. The statement shall
7 be valid for 7 business days following examination of
8 the animal by the veterinarian.

9 (b) The pet dealer must also orally disclose to the
10 purchaser all medical information required to be disclosed in
11 the written statement under subsection (a).

12 (c) A written statement under subsection (a) must be signed
13 by both the pet dealer, certifying the accuracy of the
14 statement, and the purchaser of the animal, acknowledging
15 receipt of the statement.

16 (d) A pet dealer is responsible for disclosure of a
17 disease, illness, or congenital or hereditary condition that
18 adversely affects the health of an animal at the time of sale
19 or is likely to adversely affect the health of the animal in
20 the future if the disease, illness, or condition is apparent at
21 the time of sale or should have been known by the pet dealer
22 from the history of veterinary treatment disclosed under this
23 Section.

24 Section 20. Pet dealer's records. A pet dealer must
25 maintain a written record on the health and disposition of an

1 animal for a period of not less than one year after disposition
2 of the animal. The record must also contain all of the
3 information required to be disclosed under this Act. The record
4 must be available for inspection during normal business hours
5 to Department investigators and approved humane investigators
6 (as those terms are defined in the Humane Care for Animals
7 Act), administrators, deputy administrators, and animal
8 control wardens (as those terms are defined in the Animal
9 Control Act), authorized Department employees, and law
10 enforcement officers. On or before January 10 of each year,
11 every pet dealer must report to the Department the numbers of
12 dogs and cats sold by the dealer or euthanized, and each
13 animal's origin and disposition.

14 Section 25. Violation, penalty. Except as otherwise
15 specified in this Act, a person violating any provision of this
16 Act other than Section 30 is subject to a civil penalty of not
17 more than \$1,000 per violation. An action to enforce collection
18 of the penalty may be prosecuted in the name of the People of
19 the State of Illinois by the State's Attorney for the county
20 where the violation is alleged to have occurred.

21 Section 30. Unlawful acts.

22 (a) It is unlawful for a pet dealer to fail to do any of the
23 following:

24 (1) Maintain facilities where animals are kept in a

1 sanitary condition.

2 (2) Provide animals with adequate nutrition and
3 potable water.

4 (3) Provide adequate space appropriate to the age,
5 size, weight, and breed of animal. "Adequate space" means
6 sufficient space for the animal to stand up, sit down, and
7 turn about freely using normal body movements without the
8 head touching the top of the crate in which the animal is
9 kept, and to lie in a natural position with legs
10 outstretched.

11 (4) Provide animals housed on wire flooring with a rest
12 board, floor mat, or similar device that can be maintained
13 in a sanitary condition.

14 (5) Provide dogs with adequate socialization and
15 exercise. "Socialization" means physical contact with
16 other dogs or with human beings.

17 (6) Wash hands before and after handling each
18 infectious or contagious animal.

19 (7) Provide cats with a litter box and scratching post.

20 (8) Maintain either of the following:

21 (A) A fire-alarm system that is connected to a
22 central reporting station that alerts the local fire
23 department in case of fire.

24 (B) A fire-suppression sprinkler system.

25 (9) Provide veterinary care without delay when
26 necessary.

1 (b) A pet dealer may not possess an animal that is less
2 than 8 weeks old.

3 Section 35. Ill or diseased animals; remedies.

4 (a) If (i) a veterinarian licensed in this State states in
5 writing that, within 14 days after the purchaser took physical
6 possession of an animal sold to the purchaser by a pet dealer,
7 the animal has become ill due to any illness that existed in
8 the animal on or before delivery of the animal to the
9 purchaser, or (ii) within one year after the purchaser took
10 physical possession of an animal sold to the purchaser by a pet
11 dealer, a veterinarian licensed in this State states in writing
12 that the animal has a congenital or hereditary condition that
13 adversely affects the health of the animal or that requires, or
14 is likely in the future to require, hospitalization or
15 nonelective surgical procedures, then the animal shall be
16 considered unfit for sale, and the pet dealer must provide the
17 purchaser with any one of the following remedies that the
18 purchaser elects:

19 (1) The purchaser may return the animal to the pet
20 dealer for a refund of the purchase price, including sales
21 tax, paid by the purchaser, and also receive reimbursement
22 for reasonable veterinary fees for the diagnosis and
23 treatment of the animal in an amount not to exceed the
24 original purchase price of the animal, including sales tax,
25 paid by the purchaser.

1 (2) The purchaser may exchange the animal for an animal
2 of the purchaser's choice of equivalent value if a
3 replacement animal is available, and may also receive
4 reimbursement for reasonable veterinary fees for diagnosis
5 and treatment of the animal in an amount not to exceed the
6 original purchase price of the animal, including sales tax,
7 paid by the purchaser.

8 (3) The purchaser may retain the animal and receive
9 reimbursement for reasonable veterinary fees for diagnosis
10 and treatment of the animal in an amount not to exceed 150%
11 of the original purchase price of the animal, including
12 sales tax, paid by the purchaser.

13 (b) If an animal purchased from a pet dealer has died,
14 regardless of the date of the death of the animal, the
15 purchaser may obtain a refund for the purchase price of the
16 animal, including sales tax, paid by the purchaser or a
17 replacement animal of equivalent value of the purchaser's
18 choice, and may receive reimbursement for reasonable
19 veterinary fees for diagnosis and treatment of the animal in an
20 amount not to exceed the original purchase price of the animal,
21 including sales tax, paid by the purchaser if either of the
22 following conditions exist:

23 (1) A veterinarian licensed in this State states in
24 writing that the animal has died due to an illness or
25 disease that existed in the animal on or before delivery of
26 the animal to the purchaser.

1 (2) A veterinarian licensed in this State states in
2 writing that the animal has died due to a congenital or
3 hereditary condition that was diagnosed by the
4 veterinarian within one year after the purchaser obtained
5 physical possession of the animal from the pet dealer.

6 (c) A finding by a veterinarian of intestinal or external
7 parasites is not grounds for declaring an animal unfit for sale
8 unless their presence makes the animal clinically ill or is
9 likely to make the animal clinically ill.

10 (d) The value of veterinary services shall be deemed
11 reasonable if the services rendered are appropriate for the
12 diagnosis and treatment of illness or a congenital or
13 hereditary condition by the veterinarian and the value of
14 similar services is comparable to the value of similar services
15 rendered by other licensed veterinarians in the same
16 geographical area.

17 Section 40. Purchaser's entitlement to remedies. To be
18 entitled to a remedy under Section 35, a purchaser must
19 substantially comply with all of the following requirements:

20 (1) The purchaser must notify the pet dealer as soon as
21 possible, but not more than 14 business days after the
22 diagnosis by a veterinarian licensed in this State, of a
23 medical or health problem of an animal purchased from the
24 pet dealer, including a congenital or hereditary
25 condition, and of the name and telephone number of the

1 veterinarian providing the diagnosis.

2 (2) The purchaser must provide the pet dealer, in the
3 event of the animal's death, with a written statement from
4 a veterinarian licensed in this State stating that the
5 animal died from an illness that existed on or before the
6 delivery of the animal to the purchaser. The presentation
7 of the statement is sufficient proof to claim reimbursement
8 or replacement, and the return of the deceased animal to
9 the pet dealer is not required.

10 Section 45. Exceptions to remedies. Notwithstanding
11 Section 35, no refund of the purchase price of an animal,
12 replacement of an animal, or reimbursement of veterinary fees
13 shall be made if any of the following conditions exist:

14 (1) The animal's illness or death resulted from
15 maltreatment or neglect or from an injury sustained or an
16 illness contracted after the delivery of the animal to the
17 purchaser.

18 (2) The purchaser fails to carry out the recommended
19 treatment prescribed by the examining veterinarian who
20 made the initial diagnosis. This paragraph (2) does not
21 apply, however, if the cost for the treatment, together
22 with the veterinarian's fee for the diagnosis, would exceed
23 the purchase price of the animal, including sales tax, paid
24 by the purchaser.

25 (3) A veterinarian's statement was provided to the

1 purchaser under Section 15 of this Act that disclosed the
2 disease, illness, or condition for which the purchaser
3 seeks to return the animal. This paragraph (3) does not
4 apply, however, if, within one year after the purchaser
5 took physical possession of the animal, a veterinarian
6 licensed in this State states in writing that the disease,
7 illness, or condition requires, or is likely in the future
8 to require, hospitalization or nonelective surgical
9 procedures or that the disease, illness, or condition
10 resulted in the death of the animal.

11 (4) The purchaser refuses to return to the pet dealer
12 all documents previously provided to the purchaser for the
13 purpose of registering the animal. This paragraph (4) does
14 not apply, however, if the purchaser signs a written
15 statement certifying that the documents have been
16 inadvertently lost or destroyed.

17 Section 50. Veterinarian's statement.

18 (a) The veterinarian's statement under Section 35 must
19 contain the following information:

20 (1) The purchaser's name and address.

21 (2) The date or dates the animal was examined.

22 (3) The animal's breed, age, and microchip number if
23 known.

24 (4) A statement that the veterinarian examined the
25 animal.

1 (5) A statement that the animal has or had an illness
2 rendering it unfit for purchase or resulting in its death.

3 (6) The precise findings of the examination or
4 necropsy, including laboratory results or copies of
5 laboratory reports.

6 (b) If a refund for reasonable veterinary expenses is
7 requested, the veterinarian's statement must be accompanied by
8 an itemized bill of fees appropriate for the diagnosis and
9 treatment of the illness or congenital or hereditary condition.

10 (c) Unless contested, refunds and payment of reimbursable
11 expenses under Section 35 must be paid by the pet dealer to the
12 purchaser no later than 14 business days following receipt of
13 the veterinarian's statement required by Section 35 or, if
14 applicable, no later than 14 business days after the animal is
15 returned to the pet dealer.

16 Section 55. Contesting a demand for remedy.

17 (a) If a pet dealer wishes to contest a demand for any
18 remedy under Section 35, the dealer may, except in the case of
19 the death of the animal, require the purchaser to produce the
20 animal for examination by a licensed veterinarian designated by
21 the pet dealer. The pet dealer must pay the cost of this
22 examination.

23 (b) If the purchaser and the pet dealer are unable to reach
24 an agreement within 14 days following the pet dealer's receipt
25 of the veterinarian's statement under Section 35, or within 14

1 days following receipt of the animal for examination by a
2 veterinarian designated by the pet dealer, whichever is later,
3 the purchaser may bring an action in the circuit court to
4 resolve the dispute or the parties may submit to binding
5 arbitration if mutually agreed upon by the parties in writing.

6 (c) The prevailing party in the dispute is entitled to
7 collect reasonable attorney's fees.

8 Section 60. Written notice of rights. A pet dealer who
9 sells an animal must provide a written notice of rights to the
10 purchaser at the time of sale and to a prospective purchaser
11 upon request. The notice must be contained in a separate
12 document. The notice must be in 10-point type. A copy of the
13 notice must be signed by the purchaser acknowledging that he or
14 she has reviewed the notice. The notice must be in the
15 following form:

16 "NOTICE OF RIGHTS CONCERNING THE SALE OF CATS AND DOGS

17 The sale of cats and dogs is subject to Illinois
18 consumer-protection laws. If an Illinois-licensed veterinarian
19 states in writing that your cat or dog is unfit for purchase
20 because it became ill due to an illness or disease that existed
21 within 14 days following delivery to you, or within one year
22 following delivery to you in the case of a congenital or
23 hereditary condition, you may choose to do one of the
24 following:

25 (1) You may return your cat or dog and receive a refund

1 of the purchase price, plus sales tax, and receive
2 reimbursement of reasonable veterinary fees up to the
3 purchase price of the cat or dog, including sales tax.

4 (2) If a replacement cat or dog is available, you may
5 return your cat or dog and receive a cat or dog of your
6 choice of equivalent value and receive reimbursement for
7 reasonable veterinary fees up to the purchase price of the
8 cat or dog, including sales tax.

9 (3) You may keep your cat or dog and receive
10 reimbursement for reasonable veterinary fees up to 150% of
11 the original purchase price of the cat or dog, including
12 sales tax.

13 You may receive a refund for the purchase price of the cat
14 or dog, plus sales tax, or a replacement cat or dog of your
15 choice of equivalent value, and reimbursement for reasonable
16 veterinary fees for the diagnosis and treatment of the cat or
17 dog, if your cat or dog dies and an Illinois-licensed
18 veterinarian states in writing that (1) the cat or dog has died
19 due to an illness or disease that existed in the animal on or
20 before delivery of the animal to you or (2) the cat or dog has
21 died due to a congenital or hereditary condition that was
22 diagnosed by the veterinarian within one year after you
23 obtained physical possession of the cat or dog from the pet
24 dealer. The reimbursement for reasonable veterinary fees may
25 not exceed the purchase price of the cat or dog, including
26 sales tax.

1 To exercise these rights, you must notify the pet dealer as
2 quickly as possible but not later than 14 business days after
3 learning from your veterinarian that a problem exists. You must
4 tell the pet dealer about the problem and give the pet dealer
5 the name and telephone number of the veterinarian providing the
6 diagnosis.

7 If you are making a claim, you must also present to the pet
8 dealer (i) a veterinarian's written statement, in a form
9 prescribed by law, that the cat or dog was unfit for purchase
10 and (ii) an itemized statement of all veterinary fees related
11 to the claim. This information must be presented to the pet
12 dealer no later than 5 days after you have received the written
13 statement from the veterinarian.

14 If the pet dealer wishes to contest the statement or the
15 veterinarian's bill, the pet dealer may request that you
16 produce the cat or dog for examination by a licensed
17 veterinarian of the pet dealer's choice. The pet dealer must
18 pay the cost of this examination.

19 In the event of the death of the cat or dog, the deceased
20 cat or dog need not be returned to the pet dealer if you submit
21 a statement issued by a licensed veterinarian stating the cause
22 of death.

23 If you and the pet dealer cannot resolve the claim within
24 14 business days following receipt of the veterinarian's
25 statement or the examination by the pet dealer's veterinarian,
26 whichever event occurs later, you may file an action in the

1 circuit court to resolve the dispute. The prevailing party may
2 collect reasonable attorney's fees. If the pet dealer does not
3 contest the matter, the pet dealer must make the refund or
4 reimbursement no later than 14 days after receiving the
5 veterinarian's statement.

6 This notice contains a summary of key provisions of the
7 consumer remedies available. Illinois law also provides
8 safeguards to protect pet dealers from abuse. If you have any
9 questions, obtain a copy of the complete relevant laws.

10 NOTE: This notice contains a summary of Illinois law. The
11 law on which it is based is contained in the Retail Sale of
12 Dogs and Cats Act."

13 The pet dealer must permit persons to review the written
14 notice upon request.

15 Section 65. Other remedies; additional terms. Nothing in
16 this Act in any way limits the rights or remedies that are
17 otherwise available to a consumer under any other law, nor does
18 this Act in any way limit the pet dealer and the purchaser from
19 agreeing between themselves upon additional terms and
20 conditions that are not inconsistent with this Act. Any
21 agreement or contract by a purchaser to waive any rights under
22 this Act is null and void, however, and is unenforceable.

23 Section 70. Representations concerning pedigree; dogs. A
24 pet dealer may not state, promise, or represent to a purchaser,

1 directly or indirectly, that a dog is registered or capable of
2 being registered with an animal pedigree registry organization
3 unless the pet dealer provides the purchaser with the documents
4 necessary for that registration within 120 days following the
5 date of sale of the dog. If a pet dealer fails to provide the
6 documents necessary for registration within 120 days following
7 the date of sale in violation of this Section, the purchaser is
8 entitled, upon written notice to the pet dealer, to (i) retain
9 the dog and receive a partial refund of 75% of the purchase
10 price, including sales tax, paid by the purchaser or (ii)
11 return the dog for a full refund of the purchase price,
12 including sales tax, paid by the purchaser.

13 Section 75. Diseased or ill animal; penalties.

14 (a) Except as provided in subdivision (a) (6) of Section 15,
15 a pet dealer may not knowingly sell an animal that is diseased,
16 is ill, or has a condition requiring hospitalization or a
17 surgical procedure. Instead of the civil penalties imposed
18 under Section 25, a pet dealer who violates this Section is
19 subject to a civil penalty of not less than \$500 but not more
20 than \$1,000 for a first offense, and is also subject to a
21 suspension of the dealer's license to sell animals so that the
22 dealer is prohibited from selling animals for 60 days. For a
23 second offense, the pet dealer is subject to a civil penalty of
24 not less than \$1,000 but not more than \$2,500 and a suspension
25 of the dealer's license to sell animals so that the dealer is

1 prohibited from selling animals for 6 months. For a third
2 offense, the pet dealer is subject to a civil penalty of not
3 less than \$2,500 but not more than \$5,000 and shall be
4 prohibited from selling animals for 3 years. For a fourth
5 offense, the pet dealer's license shall be automatically
6 revoked for a period of 5 years. A pet dealer whose license has
7 been revoked may not apply for a pet dealer license during the
8 period of revocation.

9 (b) An action to enforce collection of the civil penalty
10 and for a court order prohibiting the pet dealer from selling
11 animals under this Section may be prosecuted in the name of the
12 People of the State of Illinois by the State's Attorney for the
13 county where the violation is alleged to have occurred.

14 (c) If a pet dealer knowingly sells an animal that is
15 diseased, is ill, or has a condition requiring hospitalization
16 or a surgical procedure, except as provided in subdivision
17 (a)(6) of Section 15, the Department may revoke or refuse to
18 issue or renew the person's pet dealer license.

19 Section 80. Examination of animal before sale; euthanasia.

20 (a) An animal may not be offered for sale by a pet dealer
21 to a purchaser until the animal has been examined by a
22 veterinarian licensed in this State. Each animal must be
23 examined within 5 days after the pet dealer receives the animal
24 and at least once every 15 days thereafter while the animal is
25 in the possession or custody of the pet dealer. The pet dealer

1 must provide a sick animal with proper veterinary care without
2 delay.

3 (b) An animal diagnosed with a contagious or infectious
4 disease, illness, or condition must be crated separately from
5 healthy animals until a licensed veterinarian determines that
6 the animal is free from contagion or infection. The separate
7 area in which the animal is crated must meet the following
8 conditions:

9 (1) The area may not be used to house other healthy
10 animals or new arrivals awaiting the required veterinary
11 examination.

12 (2) The area may not be used for storing open food
13 containers or bowls, dishes, or other utensils that come in
14 contact with healthy animals.

15 (3) The area must have an exhaust fan that creates air
16 movement from the isolation area to an area outside the
17 premises of the pet dealer. The removal of exhaust air from
18 the isolation area may be accomplished by the use of
19 existing heating and air-conditioning ducts if no exhaust
20 air is permitted to enter or mix with fresh air for use by
21 the general animal population.

22 (4) Upon removal of all of the contagious or infectious
23 animals, the area must be cleaned and disinfected before
24 any healthy animal may be placed in the area.

25 (c) If the pet dealer's veterinarian deems the animal to be
26 unfit for purchase due to a disease, illness, or congenital

1 condition, any of which is fatal or causes, or is likely to
2 cause, the animal to unduly suffer, the veterinarian shall
3 humanely euthanize the animal. The veterinarian must provide
4 the pet dealer with a written statement as to why the animal
5 was euthanized. Otherwise, the pet dealer must have a
6 veterinarian treat the animal or may surrender the animal to a
7 humane organization that consents to receive the animal.

8 (d) If an animal is returned to a pet dealer due to
9 illness, disease, or a congenital or hereditary condition
10 requiring veterinary care, the pet dealer must provide the
11 animal with proper veterinary care.

12 Section 85. Notice to consumers.

13 (a) A pet dealer must post conspicuously, within proximity
14 to the cages of animals offered for sale, a notice containing
15 the following language in 100-point type:

16 "Information on the source of these animals and veterinary
17 treatments received by these animals is available for review.
18 You are entitled to a written notice of rights concerning the
19 sale of cats and dogs."

20 (b) Upon request for information regarding an animal, a pet
21 dealer must make immediately available to prospective
22 purchasers all of the information required to be disclosed to
23 purchasers under Section 15 and Section 60.

24 (c) At the time of sale of an animal, a pet dealer must
25 provide the purchaser with information on the value of spaying

1 and neutering dogs and cats.

2 Section 90. Construction. Nothing in this Act shall be
3 construed to limit or restrict approved humane investigators,
4 Department investigators, law enforcement officers, or animal
5 control wardens from enforcing the Humane Care for Animals Act,
6 the Animal Welfare Act, or any other law relating to the humane
7 treatment of or cruelty to animals.

8 Section 99. Effective date. This Act takes effect January
9 1, 2008.