

FIRST REGULAR SESSION

SENATE BILL NO. 186

95TH GENERAL ASSEMBLY

INTRODUCED BY SENATOR BRAY.

Read 1st time January 13, 2009, and ordered printed.

TERRY L. SPIELER, Secretary.

1008S.011

AN ACT

To amend chapter 273, RSMo, by adding thereto twelve new sections relating to the healthy pet act.

Be it enacted by the General Assembly of the State of Missouri, as follows:

Section A. Chapter 273, RSMo, is amended by adding thereto twelve new sections, to be known as sections 273.450, 273.453, 273.456, 273.459, 273.462, 273.465, 273.468, 273.471, 273.474, 273.477, 273.480, and 273.483, to read as follows:

273.450. 1. Sections 273.450 to 273.483 shall be known and may be cited as "The Healthy Pet Act".

2. For the purposes of sections 273.450 to 273.483, the following terms shall mean:

(1) "Animal", a dog or cat of any age;

(2) "Pet Breeder", any person, business, or other entity that breeds animals for direct or indirect sale to the public;

(3) "Pet Dealer", any person, business, or other entity, including pet breeder, that sells more than twenty animals or three litters, whichever is greater, in a twelve-month period. "Pet dealer" does not include animal control agencies, humane societies, or other nonprofit organizations performing the functions of humane societies.

273.453. A pet dealer shall, no more than thirty days before the sale of the animal, provide for examination of such animal by a veterinarian licensed in the state.

273.456. 1. Every pet dealer shall, at the time of sale, deliver to the purchaser of each animal a written statement containing the following information:

(1) The date of the animal's birth, if known;

5 (2) The breeder's name and address, if known. If not known, the
6 pet dealer shall provide the name and address of the person who sold
7 or gave the animal to the pet dealer;

8 (3) The date the pet dealer received the animal, if not bred by
9 the pet dealer;

10 (4) The breed, sex, and color of the animal, and identifying marks
11 existing at the time of sale. If the animal is from a United States
12 Department of Agriculture licensed source, the statement shall contain
13 the individual identifying tag, tattoo, or color number for that animal.
14 If the breed is unknown or mixed, this fact shall be stated;

15 (5) If the animal is being sold as registrable, the names and
16 registration numbers of the sire and dam, and the litter number;

17 (6) A record of any inoculations and worming treatments
18 administered to the animal, to the extent known, including dates of
19 administration and the type of vaccine or worming treatment;

20 (7) A record of any diagnosis from a licensed veterinarian, and
21 a record of any treatment or medication received by the animal while
22 in the possession of the pet dealer, whether provided by a licensed
23 veterinarian or by the pet dealer; and

24 (8) Either of the following:

25 (a) A statement, signed by the pet dealer and purchaser at the
26 time of sale that:

27 a. The animal has no known disease or illness; and

28 b. The animal has no known congenital or hereditary condition
29 that adversely affects the health of the animal at the time of sale, or
30 that is likely to adversely affect the health of the animal in the future;
31 or

32 (b) A statement disclosing any known health problems;

33 2. The written statement required under subdivision (8) of
34 subsection 1 of this section shall be signed by both the pet dealer
35 certifying the accuracy of the statement and by the purchaser
36 acknowledging receipt of the statement.

273.459. A pet dealer shall maintain a written record on the
2 health, status, and disposition of each animal for twelve months after
3 the disposition of the animal. The record shall include all of the
4 information that the dealer is required to disclose under section
5 273.456, whether there were complaints by a purchaser regarding the

6 health of the animal, whether the animal was returned, and, if so, the
7 reason given for that return.

273.462. A pet dealer shall not sell an animal that has any
2 obvious clinical sign of infectious, contagious, parasitic or
3 communicable disease or abnormality or has any disease, illness or
4 condition that requires hospitalization or nonelective surgical
5 procedures.

273.465. 1. A purchaser is entitled to a remedy from a pet dealer
2 under this section if, after the purchase of an animal from the pet
3 dealer, one of the following occurs:

4 (1) Within twenty days after purchase of the animal, a licensed
5 veterinarian of the purchaser's choosing states in writing that the
6 animal suffers or has died from an illness, disease or other defect
7 adversely affecting the animal's health that existed in the animal on or
8 before delivery to the purchaser. Intestinal or external parasites shall
9 not be considered to adversely affect an animal's health unless their
10 presence makes the animal clinically ill; or

11 (2) Within two years after the purchase of the animal, a licensed
12 veterinarian of the purchaser's choosing states in writing that the
13 animal possesses or has died from a congenital or hereditary condition
14 adversely affecting the health of the animal or that required
15 hospitalization or nonelective surgical procedures.

16 2. A purchaser entitled to a remedy under this section may elect
17 one of the following remedies:

18 (1) Return the animal to the pet dealer for a full refund of the
19 purchase price and reimbursement for reasonable veterinary fees for
20 diagnosis and treatment in an amount not to exceed the original
21 purchase price of the animal;

22 (2) Exchange the animal for another one of the purchaser's
23 choice having comparable value, providing such replacement animal is
24 available, and receive reimbursement for reasonable veterinary fees for
25 diagnosis and treatment in an amount not to exceed the original
26 purchase price of the animal;

27 (3) Retain the animal and receive reimbursement for reasonable
28 veterinary fees for diagnosis and treatment in the amount not to exceed
29 one hundred fifty percent of the original purchase price of the animal;

30 or

31 (4) If the animal has died, the purchaser may obtain either a
32 refund for the purchase price of the animal, or a replacement animal
33 of comparable value, plus reimbursement for reasonable veterinary fees
34 for diagnosis and treatment in an amount not to exceed the original
35 purchase price of the animal.

36 3. For purposes of this section, the veterinary fees shall be
37 deemed reasonable if the services rendered are appropriate for the
38 diagnosis and treatment of the illness or congenital or hereditary
39 condition made by the veterinarian and the cost of such services is
40 comparable to that charged for similar services by other licensed
41 veterinarians in proximity to the treating veterinarian. A veterinary
42 fee shall be presumed reasonable in the absence of evidence to the
43 contrary.

44 4. Refunds and payment of reimbursable expenses pursuant to
45 this section shall be made by the pet dealer to the purchaser not later
46 than ten business days following receipt of the veterinarian's statement
47 required by section 273.468, except in cases in which the entitlement to
48 a remedy is contested.

 273.468. To obtain the remedies provided for in section 273.465,
2 the purchaser shall substantially comply with all of the following
3 requirements:

4 (1) Notify the pet dealer as soon as practicable, but in no case
5 more than ten days after the diagnosis by a licensed veterinarian of a
6 health problem, including a congenital or hereditary condition, for
7 which a remedy is requested. Such notice shall include the name and
8 telephone number of the veterinarian providing the diagnosis;

9 (2) In the case of illness or disease, provide a written statement
10 from a licensed veterinarian within ten days of diagnosis stating that
11 the animal is clinically ill, suffers from a congenital or hereditary
12 condition, or has symptoms of a contagious infectious disease that
13 existed on or before delivery to the purchaser and that adversely
14 affects the health of the animal;

15 (3) The veterinarian's statement required under this section shall
16 include all of the following:

17 (a) The purchaser's name and address;

18 (b) The date or dates on which the animal was examined;

19 (c) The breed and age of the animal, if known;

- 20 (d) A verification that the veterinarian examined the animal;
- 21 (e) A statement that the animal has or had an illness or condition
- 22 subject to a remedy under section 273.465; and
- 23 (f) The precise findings of the examination or necropsy,
- 24 including laboratory results or copies of laboratory reports;
- 25 (4) If a reimbursement for reasonable veterinary expenses is
- 26 being requested, the veterinarian's statement shall be accompanied by
- 27 an itemized bill of fees appropriate for the diagnosis and treatment of
- 28 the illness or congenital or hereditary condition.

273.471. Notwithstanding any other provisions of sections 273.450
2 to 273.483, no refund, replacement or reimbursement of veterinary fees
3 shall be made under any of the following conditions:

- 4 (1) When the illness or death resulted from maltreatment or
- 5 neglect or from an injury sustained or an illness contracted subsequent
- 6 to the delivery of the animal to the purchaser;
- 7 (2) When the purchaser failed to carry out the recommended
- 8 treatment prescribed by the examining veterinarian who made the
- 9 initial diagnosis. However, this subdivision shall not apply if the cost
- 10 for such treatment, together with the veterinarian's fee for diagnosis,
- 11 would exceed the purchase price of the animal;
- 12 (3) When the illness, disease or condition was disclosed in
- 13 writing at the time of sale under section 273.456; or
- 14 (4) If the purchaser fails to return to the pet dealer all
- 15 documents previously provided to the purchaser for the purpose of
- 16 registering the animal in cases where the animal is being returned to
- 17 the pet dealer for refund or replacement.

273.474. 1. In the event that a pet dealer disputes a purchaser's
2 entitlement to a remedy under sections 273.450 to 273.483, the pet
3 dealer may, except in the case of the animal's death, have the animal
4 examined by a licensed veterinarian designated by the pet dealer. The
5 cost of such examination shall be borne by the pet dealer. A written
6 statement of the findings of the pet dealer's chosen veterinarian shall
7 be provided to the purchaser.

8 2. If, following examination of the animal by the pet dealer's
9 chosen veterinarian, the purchaser and the pet dealer are unable to
10 reach an agreement within ten business days, the purchaser may
11 initiate an action in a court of competent jurisdiction to resolve the

12 dispute, or the parties may submit to binding arbitration if mutually
13 agreed upon by the parties in writing.

14 3. The purchaser in any such legal action shall have the right to
15 collect reasonable attorney's fees and court costs if the opposing party
16 acted in bad faith in seeking or denying the requested remedy.

273.477. 1. Every pet dealer shall post in a conspicuous location
2 a notice stating that purchasers of animals have specific rights under
3 law and that a written statement of such rights is available upon
4 request by any interested party. Such notice shall be in one hundred-
5 point type and shall read as follows: "Purchasers of dogs or cats from
6 this pet dealer are entitled to specific rights under the law. Purchasers
7 must be provided a written copy of such rights at the time of
8 sale. Prospective purchasers may receive a copy of such rights from
9 this pet dealer upon request."

10 2. Every pet dealer shall, at the time of sale or upon the request
11 of a prospective purchaser, provide a written notice of rights under
12 sections 273.450 to 273.483. Such notice shall be signed by the
13 purchaser and pet dealer at the time of sale acknowledging receipt.

14 3. Every pet dealer of an animal sold with the representation
15 that the animal is registered or registrable with a registry shall, in
16 addition to the above notices, provide the purchaser a written notice,
17 signed by the purchaser and pet dealer at the time of sale, which shall
18 read as follows: "A pedigree or a registration does not assure proper
19 breeding condition, health, quality or claims to lineage."

273.480. 1. Nothing in sections 273.450 to 273.483 shall limit the
2 rights or remedies that are otherwise available to a consumer under
3 any other law, nor shall sections 273.450 to 273.483 in any way limit the
4 pet dealer and the purchaser from agreeing between themselves upon
5 additional terms and conditions that are not inconsistent with sections
6 273.450 to 273.483. No waiver of rights under sections 273.450 to 273.483
7 shall be effective.

8 2. Nothing in sections 273.450 to 273.483 shall limit prosecution
9 for violation of any criminal statute or of any other law.

10 3. Nothing in sections 273.450 to 273.483 shall preclude the
11 imposition of punitive damages otherwise available under law.

273.483. 1. A pet dealer shall not state, promise or represent to
2 the purchaser, directly or indirectly, that an animal is registered or

3 capable of being registered with an animal registering organization
4 unless the pet dealer provides the purchaser with the documents
5 necessary for that registration within one hundred twenty days
6 following the date of sale of such animal.

7 2. In the event that a pet dealer fails to provide documents
8 necessary for registration within one hundred twenty days following
9 the date of sale under subsection 1 of this section, the purchaser shall,
10 upon written notice to the pet dealer, be entitled to retain the animal
11 and receive a partial refund of seventy-five percent of the purchase
12 price or return the animal along with all documentation previously
13 provided the purchaser for a full refund. Remedies under this section
14 shall also be available where there was a material misrepresentation
15 in connection with the sale as to the breed of the animal.

✓

Bill

Copy