

AMENDMENTS TO LB 588

Introduced by Agriculture.

1 1. Strike the original sections and insert the following
2 new sections:

3 Section 1. Sections 1 to 7 of this act shall be known and
4 may be cited as the Dog and Cat Purchase Protection Act.

5 Sec. 2. For purposes of the Dog and Cat Purchase
6 Protection Act:

7 (1) Casual breeder means any person, other than a
8 commercial breeder as defined in section 54-626, who offers for
9 sale, sells, trades, or receives compensation for one or more pet
10 animals from a litter produced by a female dog or cat owned by such
11 casual breeder;

12 (2) Clinical symptom means indication of an illness
13 or dysfunction that is apparent to a veterinarian based on the
14 veterinarian's observation, examination, or testing of an animal or
15 on a review of the animal's medical records;

16 (3) Health certificate means the official small animal
17 certificate of veterinary inspection of the Bureau of Animal
18 Industry of the Department of Agriculture;

19 (4) Pet animal means a dog, wholly or in part of the
20 species canis familiaris, or a cat, wholly or in part of the
21 species felis domesticus, that is under fifteen months of age;

22 (5) Purchaser means the final owner of a pet animal
23 purchased from a seller. Purchaser does not include a person who

1 purchases a pet animal for resale;

2 (6) Seller means a casual breeder or any commercial
3 establishment, including a commercial breeder, dealer, or pet shop
4 as such terms are defined in section 54-626, that engages in a
5 business of selling pet animals at retail for profit. A seller
6 does not include an animal control facility or animal shelter as
7 defined in section 54-626 or any animal adoption activity that an
8 animal control facility or animal shelter conducts offsite at any
9 pet store or other commercial establishment; and

10 (7) Serious health problem means a congenital or
11 hereditary defect, an illness that causes death or severely impairs
12 the pet animal's health within fifteen months after the pet
13 animal's date of birth, the contraction of Parvovirus within seven
14 days after delivery of the pet animal to the purchaser, or any
15 other contagious disease that causes severe illness or death within
16 ten days after delivery of the pet animal to the purchaser.

17 Sec. 3. (1) A seller shall deliver to the purchaser at
18 the time of sale of a pet animal a written disclosure statement
19 containing the following information regarding the pet animal:

20 (a) The name, address, and license number of any
21 commercial breeder or dealer as such terms are defined in
22 section 54-626 or, if applicable, the United States Department
23 of Agriculture license number of the breeder or any broker who has
24 had possession of the animal prior to the seller's possession;

25 (b) The date of the pet animal's birth, if known, the
26 state in which the pet animal was born, if known, and the date the
27 seller received the pet animal;

1 (c) The sex and color of the pet animal, any other
2 identifying marks apparent upon the pet animal, and the breed of
3 the pet animal, if known, or a statement that the breed of the pet
4 animal is unknown or the pet animal is of mixed breed;

5 (d) The pet animal's individual identifying tag, tattoo,
6 microchip number, or collar number;

7 (e) The names and registration numbers of the sire and
8 dam and the litter number, if applicable and if known;

9 (f) A record of any vaccination, worming treatment, or
10 medication administered to the pet animal while in the possession
11 of the seller and, if known, any such vaccination, treatment, or
12 medication administered to the pet animal prior to the date the
13 seller received the pet animal; and

14 (g) The date or dates of any examination of the pet
15 animal by a licensed veterinarian while in the possession of the
16 seller.

17 (2) The seller may include any of the following with the
18 written disclosure statement required by subsection (1) of this
19 section:

20 (a) A statement that a veterinarian examined the pet
21 animal and, at the time of the examination, the pet animal had
22 no apparent or clinical symptoms of a serious health problem that
23 would adversely affect the health of the pet animal at the time of
24 sale or that is likely to adversely affect the health of the pet
25 animal in the future; and

26 (b) A record of any serious health problem that adversely
27 affects the pet animal at the time of sale or that is likely to

1 adversely affect the health of the pet animal in the future.

2 (3) The written disclosure made pursuant to this section
3 shall be signed by the seller certifying the accuracy of the
4 written disclosure statement and by the purchaser acknowledging
5 receipt of the written disclosure statement. In addition to
6 information required to be given to a purchaser under this section,
7 at the time of sale the seller shall provide the purchaser with a
8 written notice of the purchaser's rights and responsibilities under
9 the Dog and Cat Purchase Protection Act. Such notice may be in the
10 form of a legible copy of the act.

11 (4) If the pet animal is sold to a purchaser who resides
12 outside of the state or intends that the pet animal will be
13 relocated or permanently domiciled outside of the state, the seller
14 shall provide the purchaser with a health certificate signed by
15 a licensed veterinarian who has examined the pet animal and is
16 authorized to certify such certificate.

17 (5) The seller shall maintain a copy of any written
18 disclosure statements made and any other records on the health,
19 status, or disposition of each pet animal for at least one year
20 after the date of sale to a purchaser.

21 Sec. 4. (1) In order to have recourse to the remedies
22 available to purchasers under this section, a purchaser shall have
23 the pet animal examined by a licensed veterinarian within seven
24 business days after delivery of the pet animal to the purchaser.
25 The pet animal shall be declared unfit for sale and the purchaser
26 may obtain one of the remedies listed in subsection (2) or (3)
27 of this section if (a) during such examination, the veterinarian

1 diagnoses the pet animal with a serious health problem that the
2 veterinarian believes existed at the time of delivery of the pet
3 animal to the purchaser or (b) within fifteen months after the date
4 of birth of the pet animal, a veterinarian diagnoses the pet animal
5 with a serious health problem or states in writing that the pet
6 animal has died from a serious health problem that the veterinarian
7 believes existed at the time of delivery of the pet animal to the
8 purchaser.

9 (2) If a pet animal is diagnosed with a serious health
10 problem under subsection (1) of this section, the purchaser shall
11 notify the seller within two business days after the diagnosis
12 and provide the seller with the name and telephone number of
13 the veterinarian or a copy of the veterinarian's report. After
14 such notification, the purchaser may obtain one of the following
15 remedies from the seller:

16 (a) A refund of the full purchase price of the pet animal
17 upon return of such pet animal to the seller;

18 (b) An exchange for a pet animal of the purchaser's
19 choice of equivalent value, if such pet animal is available, upon
20 return of the pet animal, if alive, to the seller; or

21 (c) Reimbursement for reasonable veterinary fees, not to
22 exceed the full purchase price of the pet animal.

23 (3) If a pet animal dies from a serious health problem
24 as determined under subsection (1) of this section, the purchaser
25 shall notify the seller within two business days after receipt
26 of the written statement of the veterinarian by the purchaser and
27 shall provide the seller with a copy of such written statement.

1 After receipt of the written statement by the seller, the purchaser
2 may obtain one of the following remedies from the seller:

3 (a) A refund of the full purchase price of the pet
4 animal; or

5 (b) A pet animal of the purchaser's choice of equivalent
6 value, if such pet animal is available, and reimbursement for
7 reasonable veterinary fees not to exceed one-half of the full
8 purchase price of the pet animal.

9 (4) For purposes of this section, veterinary fees shall
10 be deemed reasonable if the service is appropriate for the
11 diagnosis and treatment of the serious health problem and the
12 cost of the service is comparable to similar services provided
13 by licensed veterinarians in close proximity to the treating
14 veterinarian.

15 Sec. 5. No refund or reimbursement of fees or replacement
16 of a pet animal under section 4 of this act shall be required if
17 one or more of the following conditions exist:

18 (1) The serious health problem or death of the pet animal
19 resulted from maltreatment, neglect, or injury occurring after
20 delivery of the pet animal to the purchaser;

21 (2) Any written disclosure statements provided by a
22 seller pursuant to subsection (2) of section 3 of this act
23 disclosed the serious health problem for which the purchaser is
24 seeking a remedy; or

25 (3) The purchaser failed to follow through with
26 preventative care, including, but not limited to, vaccinations,
27 deworming treatment, or medication, recommended by a licensed

1 veterinarian examining the pet animal.

2 Sec. 6. (1) If a seller does not comply with a demand for
3 remedy by a purchaser under section 4 of this act, the purchaser
4 may file an action in a court of competent jurisdiction.

5 (2) If a seller contests a demand for remedy by a
6 purchaser under section 4 of this act, the seller may require the
7 purchaser to produce the pet animal for examination or autopsy by
8 a licensed veterinarian designated by the seller. The seller shall
9 pay for all costs associated with such examination or autopsy. The
10 seller shall have a right of recovery against the purchaser if the
11 seller is not obligated to provide the remedy sought.

12 (3) The prevailing party in a proceeding under this
13 section shall be limited to a recovery of actual costs and no more
14 than five hundred dollars in reasonable attorney's fees.

15 Sec. 7. Nothing in the Dog and Cat Purchase Protection
16 Act shall limit any rights and remedies otherwise available under
17 the laws of this state. Any agreement or contract entered into
18 by a seller and a purchaser waiving any rights under the act is
19 void. Nothing in the Dog and Cat Purchase Protection Act shall
20 be construed to limit a seller to offering only those warranties,
21 express or implied, required by the act.

22 Sec. 8. This act becomes operative on January 1, 2010.