

AMENDMENTS TO LB 241

Introduced by Dierks, 40.

1 1. Insert the following new sections:

2 Sec. 11. Sections 11 to 17 of this act shall be known and
3 may be cited as the Dog and Cat Purchase Protection Act.

4 Sec. 12. For purposes of the Dog and Cat Purchase
5 Protection Act:

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

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

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

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

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

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

9 (7) Serious health problem means a congenital or
10 hereditary defect or contagious disease that causes severe illness
11 or death of the pet animal.

12 Sec. 13. (1) A seller shall deliver to the purchaser at
13 the time of sale of a pet animal a written disclosure statement
14 containing the following information regarding the pet animal:

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

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

23 (c) The sex and color of the pet animal, any other
24 identifying marks apparent upon the pet animal, and the breed of
25 the pet animal, if known, or a statement that the breed of the pet
26 animal is unknown or the pet animal is of mixed breed;

27 (d) The pet animal's individual identifying tag, tattoo,

1 microchip number, or collar number;

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

4 (f) A record of any vaccination, worming treatment, or
5 medication administered to the pet animal while in the possession
6 of the seller and, if known, any such vaccination, treatment, or
7 medication administered to the pet animal prior to the date the
8 seller received the pet animal; and

9 (g) The date or dates of any examination of the pet
10 animal by a licensed veterinarian while in the possession of the
11 seller.

12 (2) The seller may include any of the following with the
13 written disclosure statement required by subsection (1) of this
14 section:

15 (a) A statement that a veterinarian examined the pet
16 animal and, at the time of the examination, the pet animal had
17 no apparent or clinical symptoms of a serious health problem that
18 would adversely affect the health of the pet animal at the time of
19 sale or that is likely to adversely affect the health of the pet
20 animal in the future; and

21 (b) A record of any serious health problem that adversely
22 affects the pet animal at the time of sale or that is likely to
23 adversely affect the health of the pet animal in the future.

24 (3) The written disclosure made pursuant to this section
25 shall be signed by the seller certifying the accuracy of the
26 written disclosure statement and by the purchaser acknowledging
27 receipt of the written disclosure statement. In addition to

1 information required to be given to a purchaser under this section,
2 at the time of sale the seller shall provide the purchaser with a
3 written notice of the purchaser's rights and responsibilities under
4 the Dog and Cat Purchase Protection Act. Such notice may be in the
5 form of a legible copy of the act.

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

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

16 Sec. 14. (1) In order to have recourse to the remedies
17 available to purchasers under this section, a purchaser shall have
18 the pet animal examined by a licensed veterinarian within seven
19 business days after delivery of the pet animal to the purchaser.
20 The pet animal shall be declared unfit for sale and the purchaser
21 may obtain one of the remedies listed in subsection (2) or (3)
22 of this section if (a) during such examination, the veterinarian
23 diagnoses the pet animal with a serious health problem that the
24 veterinarian believes existed at the time of delivery of the pet
25 animal to the purchaser or (b) within fifteen months after the date
26 of birth of the pet animal, a veterinarian diagnoses the pet animal
27 with a serious health problem or states in writing that the pet

1 animal has died from a serious health problem that the veterinarian
2 believes existed at the time of delivery of the pet animal to the
3 purchaser. For purposes of this section, serious health problem
4 does not include parvovirus if the diagnosis of parvovirus is made
5 after the seven-business-day requirement of this subsection.

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

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

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

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

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

27 (a) A refund of the full purchase price of the pet

1 animal; or

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

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

12 Sec. 15. No refund or reimbursement of fees or
13 replacement of a pet animal under section 14 of this act shall be
14 required if one or more of the following conditions exist:

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

18 (2) Any written disclosure statements provided by a
19 seller pursuant to subsection (2) of section 13 of this act
20 disclosed the serious health problem for which the purchaser is
21 seeking a remedy; or

22 (3) The purchaser failed to follow through with
23 preventative care, including, but not limited to, vaccinations,
24 deworming treatment, or medication, recommended by a licensed
25 veterinarian examining the pet animal.

26 Sec. 16. (1) If a seller does not comply with a demand
27 for remedy by a purchaser under section 14 of this act, the

1 purchaser may file an action in a court of competent jurisdiction.

2 (2) If a seller contests a demand for remedy by a
3 purchaser under section 14 of this act, the seller may require the
4 purchaser to produce the pet animal for examination or autopsy by
5 a licensed veterinarian designated by the seller. The seller shall
6 pay for all costs associated with such examination or autopsy. The
7 seller shall have a right of recovery against the purchaser if the
8 seller is not obligated to provide the remedy sought.

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

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

19 Sec. 18. Sections 11 to 17 of this act become operative
20 on January 1, 2010. The other sections of this act become operative
21 on their effective date.

22 2. On page 14, line 25; and page 15, lines 4 and 5,
23 strike "effective date of this act" and insert "operative date of
24 this section".

25 3. Renumber the remaining section accordingly.