
SENATE BILL 6735

State of Washington 60th Legislature 2008 Regular Session

By Senators Fairley, Oemig, and Kohl-Welles

Read first time 01/22/08. Referred to Committee on Labor, Commerce, Research & Development.

1 AN ACT Relating to dog purchaser protection; and adding a new
2 section to chapter 19.86 RCW.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 NEW SECTION. **Sec. 1.** A new section is added to chapter 19.86 RCW
5 to read as follows:

6 (1)(a) Every seller shall post in a conspicuous location a notice
7 stating that purchasers of animals have specific rights under law and
8 that a written statement of the rights is available upon request by any
9 interested party. The notice shall be in one hundred point type and
10 read as follows: "Purchasers of animals from this seller are entitled
11 to specific rights under the law. Purchasers must be provided a
12 written copy of the rights at the time of sale. Prospective purchasers
13 may receive a copy of the rights from this seller upon request."

14 (b) Every seller shall, at the time of sale or upon the request of
15 a prospective purchaser, provide a written notice of rights under this
16 section. The notice shall be signed by the purchaser and the seller at
17 the time of sale acknowledging receipt.

18 (2) Every seller shall, at the time of sale, deliver to the

1 purchaser of each animal a written statement containing the following
2 information:

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

4 (b) The breeder's name and address, if known;

5 (c) The date the seller received the animal, if not bred by the
6 seller;

7 (d) The breed, sex, and color of the animal, and identifying marks
8 existing at the time of sale. If the animal is from a United States
9 department of agriculture licensed source, the statement shall contain
10 the individual identifying tag, tattoo, or color number for that
11 animal. If the breed is unknown or mixed, this fact shall be stated;

12 (e) A record of any inoculations and parasite or worming treatments
13 administered to the animal, to the extent known, including dates of
14 administration and the type of vaccine or worming treatment; and

15 (f) A record of any diagnosis from a licensed veterinarian, and a
16 record of any treatment or medication received by the animal while in
17 the possession of the seller, whether provided by a licensed
18 veterinarian or by the seller, and either of the following:

19 (i) A statement, signed by the seller and purchaser at the time of
20 sale, that:

21 (A) The animal has no known disease or illness;

22 (B) The animal has no known congenital or hereditary condition that
23 adversely affects the health of the animal at the time of the sale, or
24 that is likely to adversely affect the health of the animal in the
25 future; or

26 (ii) A statement disclosing any known health problems.

27 (3) The written statement required by subsection (2) of this
28 section shall be signed by both the seller, certifying the accuracy of
29 the statement, and by the purchaser acknowledging receipt of the
30 statement.

31 (4) If, within fifteen days after the date of purchase, a dog
32 purchased from a seller is determined, through physical examination,
33 diagnostic tests, or necropsy by a veterinarian, to be clinically ill
34 or dies from any contagious or infectious illness or any parasitic
35 illness which renders it unfit for purchase or results in its death,
36 the purchaser may exercise one of the following options:

37 (a) Return the dog to the seller for a complete refund of the
38 purchase price, not including the sales tax;

1 (b) Return the dog to the seller for a replacement dog of equal
2 value of the purchaser's choice, providing a replacement dog is
3 available;

4 (c) Retain the dog and be entitled to receive reimbursement from
5 the seller for reasonable veterinary fees incurred in curing or
6 attempting to cure the affected dog, subject to the limitation that the
7 seller's liability for reimbursement shall not exceed the purchase
8 price, not including sales tax, of the dog. This subsection (4)(c)
9 shall apply only if the purchaser's veterinarian determines the dog's
10 illness can be treated by procedures that are appropriate and
11 customary. The value of these services is considered reasonable if
12 comparable to the value of similar services rendered by other licensed
13 veterinarians in reasonable proximity to the treating veterinarian.
14 Reimbursement shall not include the costs of the initial veterinary
15 examination fee and diagnostic or treatment fees not directly related
16 to the veterinarian's certification that the animal is unfit for
17 purchase pursuant to this section.

18 For the purposes of this subsection, veterinary findings of
19 intestinal and external parasites shall not be grounds for declaring
20 the dog unfit for purchase unless the dog is clinically ill or dies due
21 to that condition. A dog shall not be found unfit for purchase on
22 account of injury sustained or illness not existent in the animal on or
23 before delivery to the purchaser.

24 If, within one year after the date of purchase, a dog purchased
25 from a seller is certified through physical examination, diagnostic
26 tests, or necropsy by a veterinarian that the dog has, or has died
27 from, a defect which is congenital or hereditary and which adversely
28 affects or affected the health of the animal, and that existed in the
29 animal on or before delivery to the purchaser, the purchaser may
30 exercise one of the options as provided in (a), (b), and (c) of this
31 subsection.

32 Remedies available under (a), (b), and (c) of this subsection shall
33 also apply to replacement dogs.

34 (5) A veterinarian's certification of illness, congenital or
35 hereditary defects, or death shall be necessary for a refund or
36 replacement or to receive reimbursement for veterinary costs if the dog
37 is retained by the purchaser and treated for illness or congenital or

1 hereditary defect as provided in this section. The veterinarian's
2 certification shall be supplied at the purchaser's expense. The
3 veterinarian's certification shall state the following information:

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

5 (b) The date the dog was examined;

6 (c) The breed and age of the dog;

7 (d)(i) That the veterinarian examined the dog;

8 (ii) That the dog has or had an illness as described in subsection
9 (4) of this section or a defect as described in subsection (4) of this
10 section which renders it unfit for purchase or which resulted in its
11 death; and

12 (iii) The precise findings of the examination, diagnostic tests, or
13 necropsy;

14 (e) The treatment recommended, if any, and an estimate or the
15 actual cost of the treatment should the purchaser choose to retain the
16 dog and seek reimbursement for veterinary fees to cure or attempt to
17 cure the dog; and

18 (f) The veterinarian's name, address, telephone number, and
19 signature.

20 Within five business days of a veterinary examination which
21 certifies illness, defect, or death, the purchaser shall notify the
22 seller of the name, address, and telephone number of the examining
23 veterinarian. Failure to notify the seller or to carry out the
24 recommended treatment prescribed by the examining veterinarian who made
25 the initial diagnosis until a remedy as provided for in subsection (4)
26 of this section is agreed upon shall result in the purchaser's
27 forfeiture of rights under this section. Subsection (4) of this
28 section shall not apply where a seller who has provided a health
29 certificate issued by a veterinarian discloses in writing at the time
30 of sale the health problem for which the buyer later seeks to return
31 the dog. Such disclosures shall be signed by both the seller and
32 purchaser.

33 Where the seller has provided a guarantee of good health,
34 subsection (4) of this section shall apply regardless of whether the
35 seller disclosed the health problem at the time of sale.

36 (6) The refund or reimbursement required by this section shall be
37 made by the seller not later than fourteen days following receipt of
38 the veterinarian's certification that the dog is unfit for purchase or

1 has died from a condition defined as unfit for purchase in this
2 section. The certification shall be presented to the seller not later
3 than seven days following receipt thereof by the purchaser.

4 (7)(a) Any seller who advertises or otherwise represents that a dog
5 is registered or registerable shall provide the purchaser of the dog
6 with the following information at the time of sale:

7 (i) The breeder's name and address;

8 (ii) The name and registration number of the dam and sire of the
9 purchased dog's litter;

10 (iii) The name and address of the pedigree registry organization
11 where the dam and sire are registered.

12 (b) All documentation necessary to effect the registration of the
13 dog shall be provided by the seller to the owner within one hundred
14 twenty days of the date of sale. The one hundred twenty-day period may
15 be extended by the seller if the dog is being imported from outside the
16 United States by notifying the purchaser in writing of the reason for
17 the extension and a reasonable estimate of the arrival date of the
18 registration documents.

19 (c) If the seller fails to provide this documentation within one
20 hundred twenty days of the date of sale or fails to notify the
21 purchaser of an extension under (b) of this subsection, the purchaser
22 may elect one of the following remedies:

23 (i) Return the dog and receive a full refund of the purchase price,
24 not including sales tax;

25 (ii) Retain the dog and receive a refund from the seller in an
26 amount equal to fifty percent of the purchase price, unless the seller
27 has misrepresented any of the information required to be provided when
28 a dog is advertised or otherwise represented to be registered as
29 registerable as set forth under (a) of this subsection, in which case
30 the amount of the refund shall be the full purchase price of the dog,
31 not including sales tax.

32 (d) The seller may withhold the dog's registration application
33 until the purchaser supplies the seller with a signed veterinarian's
34 certificate stating that the dog has been spayed or neutered, provided
35 that withholding of the application was agreed to in writing by the
36 purchaser at the time of sale.

37 The seller shall provide the registration application within ten

1 days of receiving the veterinarian's certificate if the certificate is
2 supplied beyond the one hundred twenty-day period provided for in (b)
3 of this subsection.

4 (8) As used in this section:

5 (a) "Seller" means any person, business, or other entity, including
6 pet breeder, that sells more than twenty animals or three litters,
7 whichever is greater, in a twelve-month period. "Seller" does not
8 include animal control agencies, human societies, or other bona fide
9 nonprofit organizations performing the functions of humane societies.

10 (b) "Unfit for purchase" means any disease, deformity, injury,
11 physical condition, illness or any defect which is congenital or
12 hereditary and which has a significant adverse effect on the health of
13 the animal or which was manifest, capable of diagnosis, or likely to
14 have been contracted on or before the sale and delivery of the animal
15 to the consumer.

16 (c) "Veterinarian" means an individual licensed under the laws of
17 the state of Washington or any other state to practice veterinary
18 medicine and surgery.

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