
SUBSTITUTE SENATE BILL 6408

State of Washington 60th Legislature 2008 Regular Session

By Senate Labor, Commerce, Research & Development (originally sponsored by Senators Kohl-Welles, Kline, and Weinstein)

READ FIRST TIME 02/08/08.

1 AN ACT Relating to pet dealers; and adding a new chapter to Title
2 18 RCW.

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

4 NEW SECTION. **Sec. 1.** The definitions in this section apply
5 throughout this chapter unless the context clearly requires otherwise.

6 (1) "Animal" means a dog or cat of any age.

7 (2) "Pet breeder" means any person, business, or other entity that
8 breeds animals for direct or indirect sale to the public.

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

15 NEW SECTION. **Sec. 2.** (1) Every pet dealer shall, at the time of
16 sale, deliver to the purchaser of each animal a written statement
17 containing the following information:

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

1 (b) The breeder's name or business name and mailing address, if
2 known. If not known, the pet dealer must provide the name and address
3 of the person who sold or gave the animal to the pet dealer;

4 (c) The date the pet dealer received the animal, if not bred by the
5 pet dealer;

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

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

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

18 (i) A statement, signed by the pet dealer and purchaser at the time
19 of sale that:

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

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

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

26 (2) If the animal is being sold as registerable, every pet dealer
27 shall, within one hundred twenty days of sale, deliver to the purchaser
28 of each animal a written statement containing the names and
29 registration numbers of the sire and dam, and the litter number.

30 (3) The written statements required by this section shall be signed
31 by both the pet dealer, certifying the accuracy of the statement, and
32 by the purchaser acknowledging receipt of the statement.

33 NEW SECTION. **Sec. 3.** A pet dealer shall maintain a written record
34 on the health, status, and disposition of each animal for three years
35 which includes the current year and the past two years. The record
36 shall include all of the information that the dealer is required to
37 disclose under section 2 of this act, including a list of the names and

1 addresses of persons from whom animals are received and to whom animals
2 are sold, whether there were complaints by a purchaser regarding the
3 health of the animal, whether the animal was returned, and, if so, the
4 reason given for that return. All animal transactions shall be listed
5 on the records and these records shall be made available upon request,
6 to any agency responsible for enforcement of chapter 16.52 RCW as
7 defined in RCW 16.52.015.

8 NEW SECTION. **Sec. 4.** (1) A purchaser is entitled to a remedy from
9 a pet dealer under this section if, after the purchase of an animal
10 from the pet dealer, one of the following occurs:

11 (a) Within fifteen days after the purchase of the animal, a
12 licensed veterinarian of the purchaser's choosing states in writing
13 that the animal suffers or has died from an illness, disease, or other
14 defect adversely affecting the animal's health that existed in the
15 animal on or before delivery to the purchaser. Intestinal or external
16 parasites shall not be considered to adversely affect an animal's
17 health unless their presence makes the animal clinically ill.

18 (b) Within eighteen months after the purchase of the animal, a
19 licensed veterinarian of the purchaser's choosing states in writing
20 that the animal possesses or has died from a congenital or hereditary
21 condition adversely affecting the health of the animal or that required
22 hospitalization or nonelective surgical procedures.

23 (2) A purchaser entitled to a remedy under this section may elect
24 one of the following remedies:

25 (a) Return the animal to the pet dealer for a full refund of the
26 purchase price, including sales tax, and reimbursement for reasonable
27 veterinary fees for diagnosis and treatment in an amount not to exceed
28 the original purchase price of the animal;

29 (b) Exchange the animal for another one of the purchaser's choice
30 having comparable value, including sales tax, providing the replacement
31 animal is available, and receive reimbursement for reasonable
32 veterinary fees for diagnosis and treatment in an amount not to exceed
33 the original purchase price of the animal; or

34 (c) Retain the animal and receive reimbursement for reasonable
35 veterinary fees for diagnosis and treatment in the amount not to exceed
36 one hundred fifty percent of the original purchase price of the animal,
37 including sales tax.

1 (3) If the animal has died, the purchaser may obtain either a
2 refund for the purchase price of the animal, including sales tax, or a
3 replacement animal of comparable value, including sales tax, plus
4 reimbursement for reasonable veterinary fees for diagnosis and
5 treatment in an amount not to exceed the original purchase price of the
6 animal, including sales tax.

7 (4) For the purposes of this section, the veterinary fees shall be
8 deemed reasonable if the services rendered are appropriate for the
9 diagnosis and treatment of the illness or congenital or hereditary
10 condition made by the veterinarian, and the cost of such services is
11 comparable to that charged for similar services by other licensed
12 veterinarians in proximity to the treating veterinarian. A veterinary
13 fee shall be presumed reasonable in the absence of evidence to the
14 contrary.

15 (5) Refunds and payment of reimbursable expenses pursuant to this
16 section shall be made by the pet dealer to the purchaser not later than
17 ten business days following receipt of the veterinarian's statement
18 required by section 5 of this act, except in cases in which the
19 entitlement to a remedy is contested.

20 NEW SECTION. **Sec. 5.** To obtain the remedies provided for in
21 section 4 of this act, the purchaser shall substantially comply with
22 all of the following requirements:

23 (1) Notify the pet dealer as soon as practicable, but in no case
24 more than five business days after the diagnosis by a licensed
25 veterinarian of a health problem, including a congenital or hereditary
26 condition, for which a remedy is requested. The notice shall include
27 the name and telephone number of the veterinarian providing the
28 diagnosis;

29 (2) In the case of illness or disease, provide a written statement
30 from a licensed veterinarian within five business days of diagnosis
31 stating that the animal is clinically ill, suffers from a congenital or
32 hereditary condition, or has symptoms of a contagious infectious
33 disease that existed on or before delivery to the purchaser and that
34 adversely affects the health of the animal;

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

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

- 1 (b) The date or dates on which the animal was examined;
2 (c) The breed and age of the animal, if known;
3 (d) A verification that the veterinarian examined the animal;
4 (e) A statement that the animal has or had an illness or condition
5 subject to a remedy under section 4 of this act;
6 (f) The precise findings of the examination or necropsy, including
7 laboratory results or copies of laboratory reports;
8 (4) If a reimbursement for reasonable veterinary expenses is being
9 requested, the veterinarian's statement shall be accompanied by an
10 itemized bill of fees appropriate for the diagnosis and treatment of
11 the illness or congenital or hereditary condition.

12 NEW SECTION. **Sec. 6.** No refund, replacement, or reimbursement of
13 veterinary fees shall be made under any of the following conditions:

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

17 (2) The purchaser failed to carry out the recommended treatment
18 prescribed by the examining veterinarian who made the initial
19 diagnosis. However, this subsection does not apply if the cost for
20 such treatment, together with the veterinarian's fee for diagnosis,
21 would exceed the purchase price of the animal.

22 (3) The illness, disease, or condition was disclosed in writing at
23 the time of sale under section 2 of this act.

24 (4) The purchaser fails to return to the pet dealer all documents
25 previously provided to the purchaser for the purpose of registering the
26 animal in cases where the animal is being returned to the pet dealer
27 for refund or replacement.

28 NEW SECTION. **Sec. 7.** (1) In the event that a pet dealer disputes
29 a purchaser's entitlement to a remedy under this chapter, the pet
30 dealer may, except in the case of the animal's death, have the animal
31 examined by a licensed veterinarian designated by the pet dealer. The
32 cost of such examination shall be borne by the pet dealer. A written
33 statement of the findings of the pet dealer's chosen veterinarian shall
34 be provided to the purchaser.

35 (2) If, following examination of the animal by the pet dealer's
36 chosen veterinarian, the purchaser and the pet dealer are unable to

1 reach an agreement within ten business days, the purchaser may initiate
2 an action in a court of competent jurisdiction to resolve the dispute,
3 or the parties may submit to binding arbitration if mutually agreed
4 upon by the parties in writing. Any court having jurisdiction in a
5 damages or trespass action for the amount in controversy has
6 jurisdiction under this chapter.

7 (3) The purchaser and pet dealer in any such legal action have the
8 right to collect reasonable attorneys' fees and court costs if the
9 opposing party acts in bad faith in seeking or denying the requested
10 remedy.

11 NEW SECTION. **Sec. 8.** (1) Every pet dealer shall post in a
12 conspicuous location a notice stating that purchasers of animals have
13 specific rights under law and that a written statement of the rights is
14 available upon request by any interested party. The notice shall be in
15 one hundred-point type and read as follows:

16 "Purchasers of animals from this pet dealer are entitled to specific
17 rights under the law. Purchasers must be provided a written copy of
18 the rights at the time of sale. Prospective purchasers may receive a
19 copy of the rights from this pet dealer upon request."

20 (2) Every pet dealer shall, at the time of sale or upon the request
21 of a prospective purchaser, provide a written notice of rights under
22 this chapter. The notice shall be signed by the purchaser and the pet
23 dealer at the time of sale acknowledging receipt.

24 (3) Every pet dealer of an animal sold with the representation that
25 the animal is registered or registrable with a registry shall, in
26 addition to the notices in this section, provide the purchaser a
27 written notice, signed by the purchaser and the pet dealer at the time
28 of sale, which reads as follows:

29 "A pedigree or a registration does not assure proper breeding
30 condition, health, quality, or claims to lineage."

31 NEW SECTION. **Sec. 9.** A violation of this chapter shall constitute
32 an unfair or deceptive trade practice affecting the public interest
33 under chapter 19.86 RCW. All public and private remedies provided
34 under that chapter shall be available to enforce this chapter.

1 NEW SECTION. **Sec. 10.** (1) Nothing in this chapter shall limit the
2 rights or remedies that are otherwise available to a consumer under any
3 other law, nor shall this chapter in any way limit the pet dealer and
4 the purchaser from agreeing between themselves upon additional terms
5 and conditions that are not consistent with this chapter. No waiver of
6 rights under this chapter shall be effective.

7 (2) Nothing in this chapter shall limit prosecution for violation
8 of any criminal statute or of any other law.

9 (3) Nothing in this chapter shall preclude the imposition of
10 punitive damages otherwise available at law.

11 NEW SECTION. **Sec. 11.** Sections 1 through 10 of this act
12 constitute a new chapter in Title 18 RCW.

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