



Sen. Dan Kotowski

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1 AMENDMENT TO HOUSE BILL 4056

2 AMENDMENT NO. _____. Amend House Bill 4056 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Animal Welfare Act is amended by changing
5 Sections 2, 2.2, 3.1, 3.3, 3.4, 3.5, and 3.15 and by adding
6 Sections 3.05 and 3.35 as follows:

7 (225 ILCS 605/2) (from Ch. 8, par. 302)

8 Sec. 2. Definitions. As used in this Act unless the context
9 otherwise requires:

10 "Department" means the Illinois Department of Agriculture.

11 "Director" means the Director of the Illinois Department of
12 Agriculture.

13 "Pet shop operator" means any person who sells, offers to
14 sell, exchanges ~~exchange~~, or offers for adoption with or
15 without charge or donation dogs, cats, birds, fish, reptiles,
16 or other animals customarily obtained as pets in this State.

1 However, a person who sells only such animals that he has
2 produced and raised shall not be considered a pet shop operator
3 under this Act, and a veterinary hospital or clinic operated by
4 a veterinarian or veterinarians licensed under the Veterinary
5 Medicine and Surgery Practice Act of 2004 shall not be
6 considered a pet shop operator under this Act.

7 "Dog dealer" means any person who sells, offers to sell,
8 exchange, or offers for adoption with or without charge or
9 donation dogs in this State. However, a person who sells only
10 dogs that he has produced and raised shall not be considered a
11 dog dealer under this Act, and a veterinary hospital or clinic
12 operated by a veterinarian or veterinarians licensed under the
13 Veterinary Medicine and Surgery Practice Act of 2004 shall not
14 be considered a dog dealer under this Act.

15 "Secretary of Agriculture" or "Secretary" means the
16 Secretary of Agriculture of the United States Department of
17 Agriculture.

18 "Person" means any person, firm, corporation, partnership,
19 association or other legal entity, any public or private
20 institution, the State of Illinois, or any municipal
21 corporation or political subdivision of the State.

22 "Kennel operator" means any person who operates an
23 establishment, other than an animal control facility,
24 veterinary hospital, or animal shelter, where dogs or dogs and
25 cats are maintained for boarding, training or similar purposes
26 for a fee or compensation; or who sells, offers to sell,

1 exchange, or offers for adoption with or without charge dogs or
2 dogs and cats which he has produced and raised. A person who
3 owns, has possession of, or harbors 5 or less females capable
4 of reproduction shall not be considered a kennel operator.

5 "Cattery operator" means any person who operates an
6 establishment, other than an animal control facility or animal
7 shelter, where cats are maintained for boarding, training or
8 similar purposes for a fee or compensation; or who sells,
9 offers to sell, exchange, or offers for adoption with or
10 without charges cats which he has produced and raised. A person
11 who owns, has possession of, or harbors 5 or less females
12 capable of reproduction shall not be considered a cattery
13 operator.

14 "Animal control facility" means any facility operated by or
15 under contract for the State, county, or any municipal
16 corporation or political subdivision of the State for the
17 purpose of impounding or harboring seized, stray, homeless,
18 abandoned or unwanted dogs, cats, and other animals. "Animal
19 control facility" also means any veterinary hospital or clinic
20 operated by a veterinarian or veterinarians licensed under the
21 Veterinary Medicine and Surgery Practice Act of 2004 which
22 operates for the above mentioned purpose in addition to its
23 customary purposes.

24 "Animal shelter" means a facility operated, owned, or
25 maintained by a duly incorporated humane society, animal
26 welfare society, or other non-profit organization for the

1 purpose of providing for and promoting the welfare, protection,
2 and humane treatment of animals. "Animal shelter" also means
3 any veterinary hospital or clinic operated by a veterinarian or
4 veterinarians licensed under the Veterinary Medicine and
5 Surgery Practice Act of 2004 which operates for the above
6 mentioned purpose in addition to its customary purposes.
7 "Animal shelter" does not mean a facility that sells, offers to
8 sell, exchanges, or offers for adoption with or without charge
9 dogs or cats that have been produced and raised at the
10 facility.

11 "Foster home" means an entity that accepts the
12 responsibility for stewardship of animals that are the
13 obligation of an animal shelter, not to exceed 4 animals at any
14 given time. Permits to operate as a "foster home" shall be
15 issued through the animal shelter.

16 "Guard dog service" means an entity that, for a fee,
17 furnishes or leases guard or sentry dogs for the protection of
18 life or property. A person is not a guard dog service solely
19 because he or she owns a dog and uses it to guard his or her
20 home, business, or farmland.

21 "Guard dog" means a type of dog used primarily for the
22 purpose of defending, patrolling, or protecting property or
23 life at a commercial establishment other than a farm. "Guard
24 dog" does not include stock dogs used primarily for handling
25 and controlling livestock or farm animals, nor does it include
26 personally owned pets that also provide security.

1 "Sentry dog" means a dog trained to work without
2 supervision in a fenced facility other than a farm, and to
3 deter or detain unauthorized persons found within the facility.

4 "Probationary status" means the 12-month period following
5 a series of violations of this Act during which any further
6 violation shall result in an automatic 12-month suspension of
7 licensure.

8 (Source: P.A. 95-550, eff. 6-1-08.)

9 (225 ILCS 605/2.2) (from Ch. 8, par. 302.2)

10 Sec. 2.2. No pet shop operator, dog dealer, kennel
11 operator, or cattery operator shall separate a puppy or kitten
12 from its mother, for the purpose of sale, until such puppy or
13 kitten has attained the age of 8 weeks.

14 All licensees under this Act shall maintain records of the
15 origin and sale of all dogs, and such records shall be made
16 available for inspection by the Secretary or the Department
17 upon demand. Such records must contain proof in proper form of
18 purebreds and their pedigree, and evidence of such proof must
19 be provided to any person acquiring a dog from a licensee under
20 this Act. In addition, guard dog services shall be required to
21 maintain records of transfer of ownership, death, or
22 disappearance of a guard dog or sentry dog used by that guard
23 dog service.

24 (Source: P.A. 89-178, eff. 7-19-95.)

1 (225 ILCS 605/3.05 new)

2 Sec. 3.05. Restrictions on the sale of dogs and cats.

3 (a) A pet shop operator or dog dealer may offer to sell,
4 exchange, or adopt with or without charge or donation only
5 those dogs or cats that the pet shop operator or dog dealer has
6 obtained from an animal shelter or an animal control facility.

7 (b) The Department shall study the impact of the
8 restrictions on the sale of dogs and cats by pet shops and dog
9 dealers and prepare a report to submit to the Governor and the
10 General Assembly by December 31, 2020.

11 (225 ILCS 605/3.1) (from Ch. 8, par. 303.1)

12 Sec. 3.1. Information on dogs and cats for sale by a kennel
13 operator ~~dog dealer~~ or cattery operator. Every kennel operator
14 ~~dog dealer~~ and cattery operator shall provide the following
15 information for every dog or cat available for sale:

16 (a) The age, sex, and weight of the animal.

17 (b) The breed of the animal.

18 (c) A record of vaccinations and veterinary care and
19 treatment.

20 (d) A record of surgical sterilization or lack of surgical
21 sterilization.

22 ~~(e) The name and address of the breeder of the animal.~~

23 (e) ~~(f)~~ The name and address of any other person who owned
24 or harbored the animal between its birth and the point of sale.

25 (Source: P.A. 96-1470, eff. 1-1-11.)

1 (225 ILCS 605/3.3)

2 Sec. 3.3. Direct adoption ~~Adoption~~ of dogs and cats from
3 animal shelters and animal control facilities.

4 (a) An animal shelter or animal control facility shall not
5 adopt out any dog or cat unless it has been sterilized and
6 microchipped. However, an animal shelter or animal control
7 facility may adopt out a dog or cat that has not been
8 sterilized and microchipped if:

9 (1) the adopting owner has executed a written agreement
10 agreeing to have sterilizing and microchipping procedures
11 performed on the animal to be adopted within a specified
12 period of time not to exceed 30 days after the date of the
13 adoption, or

14 (2) the adopting owner has executed a written agreement
15 to have sterilizing and microchipping procedures performed
16 within 14 days after a licensed veterinarian certifies the
17 dog or cat is healthy enough for sterilizing and
18 microchipping procedures, and a licensed veterinarian has
19 certified that the dog or cat is too sick or injured to be
20 sterilized or it would be detrimental to the health of the
21 dog or cat to be sterilized or microchipped at the time of
22 the adoption.

23 (b) An animal shelter or animal control facility may adopt
24 out any dog or cat that is not free of disease, injury, or
25 abnormality if the disease, injury, or abnormality is disclosed

1 in writing to the adopter, and the animal shelter or animal
2 control facility allows the adopter to return the animal to the
3 animal shelter or animal control facility.

4 (c) The requirements of subsections (a) and (b) of this
5 Section do not apply to adoptions subject to Section 11 of the
6 Animal Control Act.

7 (d) An animal shelter or animal control facility shall not
8 cause dogs or cats to be imported into Illinois from another
9 state or country, unless the dogs or cats are accompanied by a
10 health certificate and an entry permit number as described in 8
11 Ill. Adm. Code 25.47. If the animal accepted is a dog 4 months
12 or more of age, it must be vaccinated for rabies and listed as
13 such on the certificate of veterinary inspection.

14 (Source: P.A. 96-314, eff. 8-11-09.)

15 (225 ILCS 605/3.35 new)

16 Sec. 3.35. Transfer of dogs and cats from Illinois licensed
17 animal shelters and animal control facilities to pet shop
18 operators and dog dealers.

19 (a) An animal shelter or animal control facility shall not
20 transfer any dog or cat to a pet shop operator or dog dealer
21 unless it has been sterilized and microchipped. The dog or cat
22 shall not be transferred from an animal shelter or animal
23 control facility to a pet shop operator or a dog dealer until
24 the dog or cat has fully recovered and healed from the
25 sterilization procedure. The microchip shall be registered in

1 the name of the animal shelter or animal control facility. A
2 copy of the ownership transfer form shall accompany the dog or
3 cat when it is transferred from the animal control facility or
4 animal shelter to the pet shop operator or dog dealer. At the
5 time of sale, the pet shop operator shall register the
6 microchip in the name of the new owner.

7 (b) An animal shelter or animal control facility shall not
8 cause dogs or cats to be imported into Illinois from another
9 state or country, unless the dogs or cats are accompanied by a
10 health certificate and an entry permit number as described in 8
11 Ill. Adm. Code 25.47. If the animal accepted is a dog 4 months
12 or more of age, it must be vaccinated for rabies and listed as
13 such on the certificate of veterinary inspection.

14 (c) The animal shelter or animal control facility must
15 provide to the pet shop operator or dog dealer prior to the
16 time of transfer the following information, to the best of its
17 knowledge, on any dog or cat being transferred to a pet shop
18 operator or dog dealer:

19 (1) The breed, age, date of birth, sex, and color of
20 the dog or cat if known, or if unknown, the animal shelter
21 or animal control facility shall estimate to the best of
22 its ability.

23 (2) The details of any inoculation or medical treatment
24 that the dog or cat received while under the possession of
25 the animal shelter or animal control facility and if known,
26 any inoculation or medical treatment the dog or cat

1 received prior to coming into the possession of the animal
2 shelter or animal control facility.

3 (3) If the dog or cat originated at an out-of-state
4 animal shelter or animal control facility, a copy of the
5 certificate of veterinary inspection.

6 (4) The transfer fee and any additional fees or
7 charges.

8 (5) If the dog or cat was returned by an adopter, then
9 the date and reason for the return.

10 (6) The following written statement: "A copy of our
11 policy regarding warranties, refunds, or returns is
12 available upon request."

13 (7) The license number of the animal shelter or animal
14 control facility issued by the Illinois Department of
15 Agriculture.

16 (225 ILCS 605/3.4)

17 Sec. 3.4. Release of animals to shelters, pet shop
18 operators, or dog dealers. An animal shelter or animal control
19 facility may not release any animal to an individual
20 representing an animal shelter, pet shop operator, or dog
21 dealer, unless the recipient animal shelter, pet shop operator,
22 or dog dealer has been licensed or has a foster care permit
23 issued by the Department or the individual is a representative
24 of a not-for-profit, out-of-State organization.

25 (Source: P.A. 96-314, eff. 8-11-09.)

1 (225 ILCS 605/3.5)

2 Sec. 3.5. Information on dogs and cats available for direct
3 adoption by an animal shelter or animal control facility.

4 (a) An animal shelter or animal control facility must
5 provide to the adopter prior to the time of adoption the
6 following information, to the best of its knowledge, on any dog
7 or cat being offered for adoption:

8 (1) The breed, age, date of birth, sex, and color of
9 the dog or cat if known, or if unknown, the animal shelter
10 or animal control facility shall estimate to the best of
11 its ability.

12 (2) The details of any inoculation or medical treatment
13 that the dog or cat received while under the possession of
14 the animal shelter or animal control facility.

15 (3) If the dog or cat originated at an out-of-state
16 animal shelter or animal control facility, a copy of the
17 certificate of veterinary inspection.

18 (4) ~~(3)~~ The adoption fee and any additional fees or
19 charges.

20 (5) ~~(4)~~ If the dog or cat was returned by an adopter,
21 then the date and reason for the return.

22 (6) ~~(5)~~ The following written statement: "A copy of our
23 policy regarding warranties, refunds, or returns is
24 available upon request."

25 (7) ~~(6)~~ The license number of the animal shelter or

1 animal control facility issued by the Illinois Department
2 of Agriculture.

3 (b) The information required in subsection (a) shall be
4 provided to the adopter in written form by the animal shelter
5 or animal control facility and shall have an acknowledgement of
6 disclosures form, which must be signed by the adopter and an
7 authorized representative of the animal shelter or animal
8 control facility at the time of the adoption. The
9 acknowledgement of disclosures form shall include the
10 following:

11 (1) A blank space for the dated signature and printed
12 name of the authorized representative handling the
13 adoption on behalf of the animal shelter or animal control
14 facility, which shall be immediately beneath the following
15 printed statement: "I hereby attest that all of the above
16 information is true and correct to the best of my
17 knowledge."

18 (2) A blank space for the dated signature and printed
19 name of the adopter, which shall be immediately beneath the
20 following statement: "I hereby attest that this disclosure
21 was posted on or near the cage of the dog or cat for
22 adoption and that I have read all the disclosures. I
23 further understand that I am entitled to keep a signed copy
24 of this disclosure."

25 (c) A copy of the disclosures and the signed
26 acknowledgement of disclosures form shall be provided to the

1 adopter and the original copy shall be maintained by the animal
2 shelter or animal control facility for a period of 2 years from
3 the date of adoption. A copy of the animal shelter's or animal
4 control facility's policy regarding warranties, refunds, or
5 returns shall be provided to the adopter.

6 (d) An animal shelter or animal control facility shall post
7 in a conspicuous place in writing on or near the cage of any
8 dog or cat available for adoption the information required by
9 subsection (a) of this Section 3.5.

10 (Source: P.A. 96-1470, eff. 1-1-11.)

11 (225 ILCS 605/3.15)

12 Sec. 3.15. Dogs ~~Disclosures for dogs~~ and cats being sold by
13 pet shops and dog dealers.

14 (a) A pet shop operator or dog dealer shall not directly
15 accept a dog or cat originating from an out-of-state animal
16 shelter or animal control facility. Dogs and cats originating
17 from an out-of-state animal shelter or animal control facility
18 must be transferred to an Illinois licensed animal shelter or
19 animal control facility prior to being transferred to a pet
20 shop operator or dog dealer.

21 (b) ~~(a)~~ Prior to the time of sale, every pet shop operator
22 or dog dealer must, to the best of his or her knowledge,
23 provide to the consumer the following information on any dog or
24 cat being offered for sale:

25 (1) The retail price of the dog or cat, including any

1 additional fees or charges.

2 (2) The breed, age, date of birth, sex, and color of
3 the dog or cat.

4 (3) The date and description of any inoculation or
5 medical treatment that the dog or cat received while under
6 the possession of the pet shop operator.

7 (4) The name and business address of the Illinois
8 licensed animal shelter or animal control facility or dog
9 dealer from where the dog or cat was transferred to the pet
10 shop or dog dealer ~~both the dog or cat breeder and the~~
11 ~~facility where the dog or cat was born. If the dog or cat~~
12 ~~breeder is located in the State, then the breeder's license~~
13 ~~number. If the dog or cat breeder also holds a license~~
14 ~~issued by the United States Department of Agriculture, the~~
15 ~~breeder's federal license number. If the dog or cat~~
16 originated at an out-of-state animal shelter or animal
17 control facility, a copy of the certificate of veterinary
18 inspection.

19 (5) (Blank).

20 (6) (Blank). ~~If eligible for registration with a~~
21 ~~pedigree registry, then the name and registration numbers~~
22 ~~of the sire and dam and the address of the pedigree~~
23 ~~registry where the sire and dam are registered.~~

24 (7) If the dog or cat was returned by a customer, then
25 the date and reason for the return.

26 (8) A copy of the pet shop's policy regarding

1 warranties, refunds, or returns ~~and an explanation of the~~
2 ~~remedy under subsections (f) through (m) of this Section in~~
3 ~~addition to any other remedies available at law.~~

4 (9) The pet shop operator's license number issued by
5 the Illinois Department of Agriculture.

6 (b) The information required in subsection (a) shall be
7 provided to the customer in written form by the pet shop
8 operator and shall have an acknowledgement of disclosures form,
9 which must be signed by the customer and the pet shop operator
10 at the time of sale. The acknowledgement of disclosures form
11 shall include the following:

12 (1) A blank space for the dated signature and printed
13 name of the pet shop operator, which shall be immediately
14 beneath the following statement: "I hereby attest that all
15 of the above information is true and correct to the best of
16 my knowledge."

17 (2) A blank space for the customer to sign and print
18 his or her name and the date, which shall be immediately
19 beneath the following statement: "I hereby attest that this
20 disclosure was posted on or near the cage of the dog or cat
21 for sale and that I have read all of the disclosures. I
22 further understand that I am entitled to keep a signed copy
23 of this disclosure."

24 (c) A copy of the disclosures and the signed
25 acknowledgement of disclosures form shall be provided to the
26 customer at the time of sale and the original copy shall be

1 maintained by the pet shop operator for a period of 2 years
2 from the date of sale. A copy of the pet store operator's
3 policy regarding warranties, refunds, or returns shall be
4 provided to the customer.

5 (d) A pet shop operator shall post in a conspicuous place
6 in writing on or near the cage of any dog or cat available for
7 sale the information required by subsection (a) of this Section
8 3.15.

9 (e) If there is an outbreak of distemper, parvovirus, or
10 any other contagious and potentially life-threatening disease,
11 the pet shop operator shall notify the Department immediately
12 upon becoming aware of the disease. If the Department issues a
13 quarantine, the pet shop operator shall notify, in writing and
14 within 2 business days of the quarantine, each customer who
15 purchased a dog or cat during the 2-week period prior to the
16 outbreak and quarantine.

17 ~~(f) A customer who purchased a dog or cat from a pet shop~~
18 ~~is entitled to a remedy under this Section if:~~

19 ~~(1) within 21 days after the date of sale, a licensed~~
20 ~~veterinarian states in writing that at the time of sale (A)~~
21 ~~the dog or cat was unfit for purchase due to illness or~~
22 ~~disease, the presence of symptoms of a contagious or~~
23 ~~infectious disease, or obvious signs of severe parasitism~~
24 ~~that are extreme enough to influence the general health of~~
25 ~~the animal, excluding fleas or ticks, or (B) the dog or cat~~
26 ~~has died from a disease that existed in the dog or cat on~~

1 ~~or before the date of delivery to the customer; or~~

2 ~~(2) within one year after the date of sale, a licensed~~
3 ~~veterinarian states in writing that the dog or cat~~
4 ~~possesses a congenital or hereditary condition that~~
5 ~~adversely affects the health of the dog or cat or requires~~
6 ~~either hospitalization or a non elective surgical~~
7 ~~procedure or has died of a congenital or hereditary~~
8 ~~condition. Internal or external parasites may not be~~
9 ~~considered to adversely affect the health of the dog unless~~
10 ~~the presence of the parasites makes the dog or cat~~
11 ~~clinically ill. The veterinarian's statement shall~~
12 ~~include:~~

13 ~~(A) the customer's name and address;~~

14 ~~(B) a statement that the veterinarian examined the~~
15 ~~dog or cat;~~

16 ~~(C) the date or dates that the dog or cat was~~
17 ~~examined;~~

18 ~~(D) the breed and age of the dog or cat, if known;~~

19 ~~(E) a statement that the dog or cat has or had a~~
20 ~~disease, illness, or congenital or hereditary~~
21 ~~condition that is subject to remedy; and~~

22 ~~(F) the findings of the examination or necropsy,~~
23 ~~including any lab results or copies of the results.~~

24 ~~(g) A customer entitled to a remedy under subsection (f) of~~
25 ~~this Section may:~~

26 ~~(1) return the dog or cat to the pet shop for a full~~

1 ~~refund of the purchase price;~~

2 ~~(2) exchange the dog or cat for another dog or cat of~~
3 ~~comparable value chosen by the customer;~~

4 ~~(3) retain the dog or cat and be reimbursed for~~
5 ~~reasonable veterinary fees for diagnosis and treatment of~~
6 ~~the dog or cat, not to exceed the purchase price of the dog~~
7 ~~or cat; or~~

8 ~~(4) if the dog or cat is deceased, be reimbursed for~~
9 ~~the full purchase price of the dog or cat plus reasonable~~
10 ~~veterinary fees associated with the diagnosis and~~
11 ~~treatment of the dog or cat, not to exceed one times the~~
12 ~~purchase price of the dog or cat.~~

13 ~~For the purposes of this subsection (g), veterinary fees~~
14 ~~shall be considered reasonable if (i) the services provided are~~
15 ~~appropriate for the diagnosis and treatment of the disease,~~
16 ~~illness, or congenital or hereditary condition and (ii) the~~
17 ~~cost of the services is comparable to that charged for similar~~
18 ~~services by other licensed veterinarians located in close~~
19 ~~proximity to the treating veterinarian.~~

20 ~~(h) Unless the pet shop contests a reimbursement required~~
21 ~~under subsection (g) of this Section, the reimbursement shall~~
22 ~~be made to the customer no later than 10 business days after~~
23 ~~the pet shop operator receives the veterinarian's statement~~
24 ~~under subsection (f) of this Section.~~

25 ~~(i) To obtain a remedy under this Section, a customer~~
26 ~~shall:~~

1 ~~(1) notify the pet shop as soon as reasonably possible~~
2 ~~and not to exceed 3 business days after a diagnosis by a~~
3 ~~licensed veterinarian of a disease, illness, or congenital~~
4 ~~or hereditary condition of the dog or cat for which the~~
5 ~~customer is seeking a remedy;~~

6 ~~(2) provide to the pet shop a written statement~~
7 ~~provided for under subsection (f) of this Section by a~~
8 ~~licensed veterinarian within 5 business days after a~~
9 ~~diagnosis by the veterinarian;~~

10 ~~(3) upon request of the pet shop, take the dog or cat~~
11 ~~for an examination by a second licensed veterinarian; the~~
12 ~~customer may either choose the second licensed~~
13 ~~veterinarian or allow the pet shop to choose the second~~
14 ~~veterinarian, if the pet shop agrees to do so. The party~~
15 ~~choosing the second veterinarian shall assume the cost of~~
16 ~~the resulting examination; and~~

17 ~~(4) if the customer requests a reimbursement of~~
18 ~~veterinary fees, provide to the pet shop an itemized bill~~
19 ~~for the disease, illness, or congenital or hereditary~~
20 ~~condition of the dog or cat for which the customer is~~
21 ~~seeking a remedy.~~

22 ~~(j) A customer is not entitled to a remedy under this~~
23 ~~Section if:~~

24 ~~(1) the illness or death resulted from: (A)~~
25 ~~maltreatment or neglect by the customer; (B) an injury~~
26 ~~sustained after the delivery of the dog or cat to the~~

1 ~~customer; or (C) an illness or disease contracted after the~~
2 ~~delivery of the dog or cat to the customer;~~

3 ~~(2) the customer does not carry out the recommended~~
4 ~~treatment prescribed by the veterinarian who made the~~
5 ~~diagnosis; or~~

6 ~~(3) the customer does not return to the pet shop all~~
7 ~~documents provided to register the dog or cat, unless the~~
8 ~~documents have already been sent to the registry~~
9 ~~organization.~~

10 ~~(k) A pet shop may contest a remedy under this Section by~~
11 ~~having the dog or cat examined by a second licensed~~
12 ~~veterinarian pursuant to paragraph (3) of subsection (i) of~~
13 ~~this Section if the dog or cat is still living. If the dog or~~
14 ~~cat is deceased, the pet shop may choose to have the second~~
15 ~~veterinarian review any records provided by the veterinarian~~
16 ~~who examined or treated the dog or cat for the customer before~~
17 ~~its death.~~

18 ~~If the customer and the pet shop have not reached an~~
19 ~~agreement within 10 business days after the examination of the~~
20 ~~medical records and the dog or cat, if alive, or the dog's or~~
21 ~~cat's medical records, if deceased, by the second veterinarian,~~
22 ~~then:~~

23 ~~(1) the customer may bring suit in a court of competent~~
24 ~~jurisdiction to resolve the dispute; or~~

25 ~~(2) if the customer and the pet shop agree in writing,~~
26 ~~the parties may submit the dispute to binding arbitration.~~

1 ~~If the court or arbiter finds that either party acted in~~
2 ~~bad faith in seeking or denying the requested remedy, then the~~
3 ~~offending party may be required to pay reasonable attorney's~~
4 ~~fees and court costs of the adverse party.~~

5 ~~(l) This Section shall not apply to any adoption of dogs or~~
6 ~~eats, including those in which a pet shop or other organization~~
7 ~~rents or donates space to facilitate the adoption.~~

8 ~~(m) If a pet shop offers its own warranty on a pet, a~~
9 ~~customer may choose to waive the remedies provided under~~
10 ~~subsection (f) of this Section in favor of choosing the~~
11 ~~warranty provided by the pet shop. If a customer waives the~~
12 ~~rights provided by subsection (f), the only remedies available~~
13 ~~to the customer are those provided by the pet shop's warranty.~~
14 ~~For the statement to be an effective waiver of the customer's~~
15 ~~right to refund or exchange the animal under subsection (f),~~
16 ~~the pet shop must provide, in writing, a statement of the~~
17 ~~remedy under subsection (f) that the customer is waiving as~~
18 ~~well as a written copy of the pet shop's warranty. For the~~
19 ~~statement to be an effective waiver of the customer's right to~~
20 ~~refund or exchange the animal under subsection (f), it shall be~~
21 ~~substantially similar to the following language:~~

22 ~~"I have agreed to accept the warranty provided by the~~
23 ~~pet shop in lieu of the remedies under subsection (f) of~~
24 ~~Section 3.15 of the Animal Welfare Act. I have received a~~
25 ~~copy of the pet shop's warranty and a statement of the~~
26 ~~remedies provided under subsection (f) of Section 3.15 of~~

1 ~~the Animal Welfare Act. This is a waiver pursuant to~~
2 ~~subsection (m) of Section 3.15 of the Animal Welfare Act~~
3 ~~whereby I, the customer, relinquish any and all right to~~
4 ~~return the animal for congenital and hereditary disorders~~
5 ~~provided by subsection (f) of Section 3.15 of the Animal~~
6 ~~Welfare Act. I agree that my exclusive remedy is the~~
7 ~~warranty provided by the pet shop at the time of sale.".~~

8 (Source: P.A. 98-509, eff. 1-1-14; 98-593, eff. 11-15-13.)".