



RETAIL PET STORE WARRANTY LAWS PROPOSED FOR DOG SALES IN MARYLAND

**** HEARING SET FOR JANUARY 31ST ****

The Issue:

Legislation has been put forward in Maryland establishing warranty requirements on retail pet stores for dog sales. [House Bill 131](#) allows for a purchaser remedy for up to one year after sale and imposes civil penalty fines on pet stores. The bill also places record keeping obligations and health care disclosure requirements on pet stores. A hearing is set for Tuesday, January 31st in the House Economic Matters Committee.

The Impact:

House Bill 131 defines a “retail pet store” as “a for-profit establishment open to the public that sells or offers for sale domestic animals to be kept as household pets”.

Recordkeeping and Posting Requirements

Under this legislation, all retail pet stores are required to conspicuously post a sign on each dog’s cage with the following information:

- Breed, age and date of birth of the dog;
- State in which the breeder or dealer of the dog is located; and
- USDA license number of the breeder or dealer.

Pet stores will also be obligated to keep written records, for every dog maintained, that include the following:

- Breed, age and date of birth of the dog;
- Sex, color and any identifying marks of the dog;
- Documentation of all inoculations, worming treatments and other medical treatments (including date of treatment, diagnoses and name and title of treatment provider);
- Name and address of the breeder or dealer and the facility where the dog was born;
- Name and address of the transporter/carrier of the dog;
- USDA license number of the breeder or dealer;
- Any identifier information (tag, tattoo, collar number or microchip); and
- If a dog is registered or registrable, the name and registration numbers of the sire and dam and litter number.

NOTE: Stores must keep these records for at least one year after the date of sale of the dog. The records must be made available to the Department of Labor and to any prospective purchaser on request as well as to the purchaser at the time of sale.

Health Disclosure

HB 131 directs pet stores to provide dog purchasers with a written health disclosure at the time of sale. The disclosure must be signed and dated by the owner of the pet store AND the purchaser and include a statement by the pet store stating:

- At the time of sale, the dog had no known disease, illness or congenital or hereditary condition that adversely affects the health of the dog or is likely to adversely affect the health of the dog in the future; or
- Identifying any known disease, illness or congenital or hereditary condition that adversely affects the health of the dog or is likely to adversely affect the dog in the future.

NOTE: If the dog has not received a veterinary examination before the sale that fact must also be included in the statement.

Pet Store Warranty Requirements

Any person who purchases a dog from a retail pet store is entitled to a remedy if one of the following occurs:

- **Within 21 days** after the date of the sale, a licensed veterinarian states, in writing, that the dog suffers from or has died of a disease or illness adversely affecting the health of the dog and that existed in the dog on or before the date of delivery to the purchaser; or
- **Within one year** after the date of the sale, a licensed veterinarian states, in writing, that the dog possess or has died of a congenital or hereditary condition adversely affecting the health of the dog or that requires hospitalization or a non-elective surgical procedure.

If one of the above occurs, a purchaser may:

- **Return the dog to the retail pet store for a full refund of the purchase price;**
- **Exchange the dog for another dog of comparable value chosen by the purchaser; or**
- **Retain the dog and be reimbursed by the pet store for reasonable veterinary fees for diagnosis and treatment of the dog, not to exceed three times the purchase price of the dog. (Please refer to the [text of the bill](#) for explanation of what is considered “reasonable veterinary fees”.)**

Unless a pet store disputes a remedy request, reimbursement must be made to the purchaser **within 10 days** after the pet store receives the veterinarian’s statement. (See the [text of the bill](#) for a list of requirements that must be included in a veterinarian’s statement).

In order for a purchaser to obtain a remedy, he/she must:

- Notify the owner of the pet store **within three business days** after a diagnosis by a licensed veterinarian of a disease, illness or congenital or hereditary condition of the dog for which the purchaser is seeking a remedy;
- Provide the owner with a written statement from a licensed veterinarian **within five business days** after a diagnosis that the dog suffers from or has died of a disease, illness or congenital or hereditary condition adversely affecting the health of the dog and that existed in the dog on or before the date of delivery to the purchaser;
- If requested by the pet store, take the dog for examination by a licensed veterinarian chosen by the owner of the pet store, at the expense of the pet store;
- If the dog has died, on the request of the pet store, take the deceased dog for a necropsy by a licensed veterinarian chosen by the owner of the pet store, at the expense of the pet store; and
- If the purchaser requests reimbursement of reasonable veterinarian fees, the purchaser must provide the pet store an itemized bill for diagnosis and treatment.

A purchaser is NOT entitled to a remedy if:

- The illness or death resulted from maltreatment or neglect by the purchaser, an injury sustained after delivery of the dog or an illness or disease contracted after the delivery of the dog;
- The purchaser does not carry out the recommended treatment prescribed by the veterinarian who made the diagnosis;
- The illness, disease or congenital or hereditary condition was disclosed at the time of purchase; or
- The purchaser does not return to the pet store all documents provided to the purchaser to register the dog.

NOTE: Pet stores must conspicuously post a notice stating that purchases of dogs have specific rights under law. (Please refer to the text of the bill for more information on remedies of purchasers of register/registrable dogs.)

Penalties

Pet stores that violate these provisions face civil penalties as follows:

- First offense = \$500; and
- Each subsequent offense = \$1000.

PIJAC Position:

Responsible pet stores generally provide warranties on the puppies they sell, even without a statutory mandate. Any statutory warranty, however, should be limited to conditions that existed at the time of sale and should not mandate excessive reimbursements.

Recommended Action:

[HB 131](#) will be heard in the [House Economic Matters Committee](#) on Tuesday, January 31, 2012 at 1:00p.m. in Room 230 HOB, Annapolis, MD. PIJAC urges all persons impacted by this bill to contact members of the committee **in advance of the hearing** to communicate your concerns, as well as attending this hearing to testify on the measure.

You may wish to make the following points, in your own words:

- First offense = \$500; and
- The 21-day warranty period for illness under this bill is excessive. Because the incubation period for covered diseases is no more than 14 days, it will be impossible for a veterinarian to legitimately certify 21 days after sale that the condition existed at the time of sale.
- Reimbursements under warranty bills such as should be capped at a reasonable level. The standard reimbursement level for warranty laws in other states is up to the original cost of the animal, and that is the standard that should be included in HB 131. In fact, there is no statutory warranty that exists anywhere in the United States for any product or service other than pets requiring a reimbursement of three times the cost of the product for non-negligent conduct.

Please be aware that if this legislation is enacted it will take effect on October 1, 2012. If you have any additional questions feel free to contact PIJAC's Bambi Nicole Osborne at 202-452-1525, ext. 105 or via email at bambi@pijac.org.