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Bill Analysis

Legislative Service Commission

H.B. 63

126th General Assembly
(As Introduced)

**Reps. Carano, Reidelbach, Ujvagi, Perry, Miller, Setzer, Brown, Barrett,
Collier, S. Patton**

BILL SUMMARY

- Generally requires a person who sells a dog to provide the buyer with certain information regarding the dog and a notice of the buyer's rights containing that information.
- Allows the buyer of a dog that is not older than 15 months of age and that has a congenital defect or common hereditary disorder to return the dog for a full refund, exchange the dog, or, if the dog did not die, request reimbursement for veterinary fees.
- Allows the buyer of a dog whose pedigree was misrepresented to return the dog for a full refund or keep the dog and request a refund of one-half of the purchase price.
- Relieves a seller from the obligation to accept the return of a dog, replace a dog, or provide a refund or reimbursement of veterinary fees under specified circumstances.

CONTENT AND OPERATION

Information required to be provided to a buyer at the time of the sale of a dog

The bill requires any person, other than a humane society, nonprofit organization that performs the functions of a humane society, or animal control agency, who sells a dog to the public, a pet store, or a kennel owner to provide the buyer with a detailed, dated receipt, bill of sale, or contract containing the buyer's name and home address or business address, if applicable, the seller's name and business address, the purchase price of the dog, disclosure of any congenital defect or common hereditary disorder in the dog or the lineage of the dog of which the seller is aware, a record containing the dates and types of inoculations and

deworming treatments administered to the dog, the dog's name, breed, sex, color, coat length, date of birth, age, distinctive markings, if any, and microchip or tattoo identification number, if present, and the registration or eligibility of the dog for registration with a pedigree organization. The receipt, bill of sale, or contract may contain recommended care instructions for the dog. (Sec. 955.501(A)(5) and (B)(1).)¹

Under the bill, at the time of the transfer of physical possession of a dog from a seller to a buyer, the seller must present for the buyer's signature a receipt signed by the seller and containing the date of the transfer and an acknowledgement of the buyer's receipt of the information discussed above. The seller must provide the buyer with the signed original receipt or a copy of it. This receipt may be contained within the receipt, bill of sale, or contract that is required to be provided as discussed above. (Sec. 955.501(B)(2).)

Evidence of defects in a purchased dog necessary to obtain a remedy

Under the bill, if the buyer of a dog believes that the dog has a defect and wishes to seek a remedy, the buyer must do whichever of the following applies:

(1) In the case of a dog that is not older than 15 months of age and that is discovered to have a congenital defect or common hereditary disorder, request a veterinarian chosen by the buyer to issue a statement certifying that the defect or disorder exists in the dog (see below).² The veterinarian issuing the statement must send the statement to the buyer.

(2) In the case of a dog that is not older than 15 months of age and that dies due to a congenital defect or common hereditary disorder, request a veterinarian chosen by the buyer to issue a necropsy report and statement certifying that the dog died due to the defect or disorder (see below). The veterinarian issuing the report and statement must send the statement containing the report to the buyer.

¹ *The bill defines "congenital defect or common hereditary disorder" as a condition, such as hip dysplasia, deafness, blindness, thyroid or bleeding disorders, and patellar luxation grades three and four, that frequently manifests itself in certain sizes or breeds of dogs and adversely affects a dog's health or requires, or is likely to require, hospitalization or a surgical procedure to preserve or restore its health, prevent it from experiencing pain or discomfort, or correct a condition that interferes with its ability to walk, run, jump, or otherwise function in a normal manner. "Congenital" means existing at birth, and "hereditary" means genetically transmitted. (Sec. 955.501(A)(2), (3), and (4).)*

² *"Veterinarian" means a person who is licensed in this state to practice veterinary medicine under the Veterinarians Law. (Sec. 955.501(A)(6).)*

(3) In the case of a buyer who, not later than 12 months after obtaining physical possession of a dog, discovers that the seller misrepresented the dog's registration or eligibility for registration with a pedigree organization, obtain a written statement from the pedigree organization containing the buyer's name and address, the organization's name and address, the date on which the statement was prepared, and the reason why the dog is not registered or is not eligible for registration with the organization. (Sec. 955.501(C)(1).)

Not later than ten days after a veterinarian prepares the veterinarian's statement or 30 days after the pedigree organization prepares its statement, the buyer must deliver it to the seller in person or by certified mail, return receipt requested. (Sec. 955.501(C)(2).)

The veterinarian's statement must be in writing and must contain all of the following:

- (1) The buyer's name and home address or business address, if applicable;
- (2) The veterinarian's name and office address;
- (3) A statement that the veterinarian examined the dog;
- (4) The date on which the veterinarian examined the dog;
- (5) The dog's name, breed, sex, color, coat length, date of birth, age, distinctive markings, if any, and microchip or tattoo identification number, if present;
- (6) The precise findings of the examination;
- (7) In the case of a dog that dies, a necropsy report;
- (8) The veterinarian's signature;
- (9) The date on which the veterinarian prepared the statement; and
- (10) In the case of a buyer who wants to keep the dog and receive reimbursement for veterinary fees, an itemized bill of the charges necessary for diagnosis and an estimate of the cost of any necessary treatment. (Sec. 955.501(F).)

Buyer's remedies

Not later than ten days after the buyer delivers a veterinarian's statement or the pedigree organization's statement to the seller, the buyer may do one of the

following, each of which requires the presentation of the receipt, bill of sale, or contract:

(1) In the case of a dog with a congenital defect or common hereditary disorder, return the dog for a full refund of the purchase price of the dog less any sales tax, keep the dog and request reimbursement from the seller in an amount not to exceed the purchase price of the dog for veterinary fees for diagnosis and treatment of the defect, or exchange the dog for a healthy dog of the same pedigree if such a dog is available, in which case the seller must furnish the same documents and information for the exchanged dog that were required for the original dog;

(2) In the case of a dog that died due to a congenital defect or common hereditary disorder, request a full refund of the purchase price of the dog less any sales tax, or exchange the dog for a healthy dog of the same pedigree if such a dog is available, in which case the seller must furnish the same documents and information for the exchanged dog that were required for the original dog;

(3) In the case of a seller who misrepresented a dog's registration or eligibility for registration with a pedigree organization, return the dog and receive a full refund of the purchase price of the dog less any sales tax, or keep the dog and request the seller to provide a refund in an amount equal to one-half of the dog's purchase price. (Sec. 955.501(D).)

Seller's obligations

Under the bill, in the case of a dog that has a congenital defect or common hereditary disorder or has died from a congenital defect or common hereditary disorder, the seller is not required to accept the return of the dog, replace the dog, or provide the buyer with a refund or reimbursement for veterinary fees if any of the following is true:

(1) The seller informed the buyer, both orally and through a statement contained in the receipt, bill of sale, or contract, that the congenital defect or common hereditary disorder existed in the dog at the time of sale;

(2) The defect, disorder, or death resulted from maltreatment, neglect, illness, or an injury that occurred after the buyer obtained physical possession of the dog;

(3) Following the seller's request that the buyer return to the seller copies of all documents provided, if any, for the purpose of registering the dog with a pedigree organization, the buyer fails to return the documents or provide the seller

with a statement certifying that the documents have been inadvertently lost or destroyed;

(4) The buyer failed to carry out a treatment protocol, if any, that was recommended by the veterinarian who examined the dog and confirmed the defect or disorder, and veterinary fees plus the cost of the treatment, if it had been carried out, would be equal to or less than the dog's purchase price; or

(5) If the receipt, bill of sale, or contract included recommended care instructions for the dog, the buyer failed to carry out those instructions. (Sec. 955.501(E)(1).)

Additionally, in the case of a dog that has died from a congenital defect or common hereditary disorder, the seller is not required to provide the buyer with a refund or a replacement dog if the seller provides the buyer with documentation certifying that available noninvasive genetic testing and certification of the dog's parentage were performed to detect the defect or disorder and failed to reveal its existence in the dog (sec. 955.501(E)(2)).

Notice requirement

The bill requires that at the time of the sale of a dog, a seller must present the buyer a notice for the buyer's signature containing the buyer's rights as discussed above and must allow the buyer to keep the notice. The seller must retain a copy of the signed notice for the seller's records. The notice must be printed in a minimum type size of ten points and contain the following language verbatim:

A STATEMENT OF OHIO LAW GOVERNING THE SALE OF DOGS

If you purchase a dog in Ohio from a seller who sells dogs to pet stores, kennel owners, or the public, other than a humane society, a nonprofit organization that performs the functions of a humane society, or an animal control agency, you have the following rights under sections 955.501 and 955.99 of the Revised Code:

DOG WITH A CONGENITAL DEFECT OR COMMON HEREDITARY DISORDER: REIMBURSEMENT FOR VETERINARY FEES, EXCHANGE, OR RETURN AND REFUND If you purchase a dog that is not older than fifteen months of age and a veterinarian who is licensed to practice veterinary medicine in Ohio states in writing that the dog has a congenital defect or common hereditary disorder that adversely affects the dog's

health or that requires, or is likely to require in the future, hospitalization or nonelective surgical procedures, you have ten days after the veterinarian's statement is prepared in which you may give the statement to the seller in person or by certified mail, return receipt requested. Within ten days after delivering the veterinarian's statement, you may return the dog and receive a full refund of the dog's purchase price less any sales tax, return the dog and receive a healthy dog of the same pedigree if one is available, or, if you want to keep the dog, receive reimbursement in an amount up to the dog's purchase price for veterinary fees for diagnosing and treating the defect.

DOG THAT DIES: REFUND OR REPLACEMENT If you purchase a dog that is not older than fifteen months of age and it dies, and a veterinarian who is licensed to practice veterinary medicine in Ohio provides you with a necropsy report and states in writing that the death was due to a congenital defect or common hereditary disorder, you have ten days after the veterinarian's statement is prepared in which you may give the statement to the seller in person or by certified mail, return receipt requested. Within ten days after delivering the veterinarian's statement, you may either receive a full refund of the dog's purchase price less any sales tax or, if a healthy dog of the same pedigree is available, replace the dog with the healthy dog.

SELLER'S MISREPRESENTATION OF DOG'S REGISTRATION OR ELIGIBILITY FOR REGISTRATION WITH A PEDIGREE ORGANIZATION: RETURN OR REFUND If you purchase a dog from a seller who states that the dog is registered or eligible for registration with a pedigree organization and, within one year after you receive the dog, you discover that the statement is false, you may obtain a written statement from the pedigree organization that contains your name and home address or business address, if applicable, the organization's name and address, the date on which the statement was prepared, and the reason why the dog is not registered or is not eligible for registration with the organization. You have thirty days after the organization's statement is prepared in which you may give the statement to the seller in person or by certified mail, return receipt requested. Within ten days after delivering the organization's statement, you may either return the dog and receive a full refund of the dog's purchase price less any sales tax or keep the dog and receive a refund in an amount equal to one-half of the dog's purchase price.

On the sale of a dog, a seller is required to give you a detailed, dated receipt, bill of sale, or contract containing all of the following:

Your name and home address or business address, if applicable;

The seller's name and business address;

The price you paid for the dog;

Disclosure of any congenital defect or common hereditary disorder in the dog or the lineage of the dog of which the seller is aware;

A record containing the dates and types of inoculations and deworming treatments administered to the dog;

The dog's name, breed, sex, color, coat length, date of birth, age, distinctive markings, if any, and microchip or tattoo identification number, if present;

The registration or eligibility of the dog for registration with a pedigree organization.

On the day you obtain physical possession of the dog, the seller is required to present you with a receipt for your signature that contains the seller's signature and that day's date. This receipt may be contained within the receipt, bill of sale, or contract that the seller is required to give you at the time of the sale of the dog. If you received all of the information that the seller is required to give you as discussed above, you must sign the receipt to acknowledge that you received it. The seller then is required to give you the original receipt or a copy of it.

A veterinarian's statement is required to be in writing and contain all of the following information:

Your name and home address or business address, if applicable;

The veterinarian's name and office address;

A statement that the veterinarian examined the dog;

The date on which the veterinarian examined the dog;

The dog's name, breed, sex, color, coat length, date of birth, age, distinctive markings, if any, and microchip or tattoo identification number, if present;

The precise findings of the examination;

In the case of a dog that dies, a necropsy report;

The veterinarian's signature;

The date on which the veterinarian prepared the statement.

If you want to keep the dog and receive reimbursement for veterinary fees, an itemized bill of the charges necessary for diagnosis and an estimate of the cost of any necessary treatment also are required to be included in the veterinarian's statement.

I have read and understand the above information.

.....

Your (buyer's) signature

.....

date (Sec. 955.502.)

Penalties

A seller who fails to provide the information that is required by the bill to be provided at the time of the sale of a dog is guilty of a minor misdemeanor, the penalty for which is a fine of not more than \$100 (sec. 955.99(B)).

A seller who fails to present the notice required by the bill, have the buyer sign the notice, allow the buyer to keep the notice, and retain a signed copy for the seller's records is subject to a fine of not less than \$250, but not more than \$500 on a first offense and on each subsequent offense a fine of not less than \$750, but not more than \$1,000 (sec. 955.99(K)).



HISTORY

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