

AN ACT concerning regulation.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 5. The Animal Welfare Act is amended by changing Sections 2, 3.8, 3.15, 20 and 20.5 and by adding Section 3.9 as follows:

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

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

"Department" means the Illinois Department of Agriculture.

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

"Pet shop operator" means any person who sells, offers to sell, exchange, or offers for adoption with or without charge or donation dogs, cats, birds, fish, reptiles, or other animals customarily obtained as pets in this State at retail to the public. However, a person who sells only such animals that he has produced and raised shall not be considered a pet shop operator under this Act, and a veterinary hospital or clinic operated by a veterinarian or veterinarians licensed under the Veterinary Medicine and Surgery Practice Act of 2004 shall not be considered a pet shop operator under this Act.

"Dog dealer" means any person who sells, offers to sell,

exchange, or offers for adoption with or without charge or donation dogs in this State. However, a person who sells only dogs that he has produced and raised shall not be considered a dog dealer under this Act, and a veterinary hospital or clinic operated by a veterinarian or veterinarians licensed under the Veterinary Medicine and Surgery Practice Act of 2004 shall not be considered a dog dealer under this Act.

"Secretary of Agriculture" or "Secretary" means the Secretary of Agriculture of the United States Department of Agriculture.

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

"Kennel operator" means any person who operates an establishment, other than an animal control facility, veterinary hospital, or animal shelter, where dogs or dogs and cats are maintained for boarding, training or similar purposes for a fee or compensation.

"Boarding" means a time frame greater than 12 hours or an overnight period during which an animal is kept by a kennel operator.

"Cat breeder" means a person who sells, offers to sell, exchanges, or offers for adoption with or without charge cats that he or she has produced and raised. A person who owns, has possession of, or harbors 5 or less females capable of

reproduction shall not be considered a cat breeder.

"Dog breeder" means a person who sells, offers to sell, exchanges, or offers for adoption with or without charge dogs that he has produced and raised. A person who owns, has possession of, or harbors 5 or less females capable of reproduction shall not be considered a dog breeder.

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

"Animal shelter" means a facility operated, owned, or maintained by a duly incorporated humane society, animal welfare society, or other non-profit organization having tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for the purpose of providing for and promoting the welfare, protection, and humane treatment of animals. An organization that does not have its own building that maintains animals solely in foster homes or other licensees is an "animal shelter" for purposes of this Act. "Animal shelter" also means any veterinary hospital or clinic operated by a

veterinarian or veterinarians licensed under the Veterinary Medicine and Surgery Practice Act of 2004 which operates for the above mentioned purpose in addition to its customary purposes.

"Day care operator" means a person who operates an establishment, other than an animal control facility, veterinary hospital, or animal shelter, where dogs or dogs and cats are kept for a period of time not exceeding 12 hours.

"Foster home" means an entity that accepts the responsibility for stewardship of animals that are the obligation of an animal shelter or animal control facility, not to exceed 4 foster animals or 2 litters under 8 weeks of age at any given time. A written agreement to operate as a "foster home" shall be contracted with the animal shelter or animal control facility.

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

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

"Return" in return to field or trap, neuter, return program means to return the cat to field after it has been sterilized and vaccinated for rabies.

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

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

"Owner" means any person having a right of property in an animal, who keeps or harbors an animal, who has an animal in his or her care or acts as its custodian, or who knowingly permits a dog to remain on any premises occupied by him or her. "Owner" does not include a feral cat caretaker participating in a trap, spay/neuter, vaccinate for rabies, and return program.

"Offer for sale" means to sell, exchange for consideration, offer for adoption, advertise for the sale of, barter, auction, give away, or otherwise dispose of animals.

(Source: P.A. 100-842, eff. 1-1-19; 100-870, eff. 1-1-19; 101-81, eff. 7-12-19; 101-295, eff. 8-9-19.)

(225 ILCS 605/3.8)

Sec. 3.8. Prohibition ~~Sourcing~~ of dogs and cats sold by

pet shops; recordkeeping.

(a) A pet shop operator may offer for sale a dog or cat only if the dog or cat is obtained from an animal control facility or animal shelter, located in-state or out-of-state, that is in compliance with Section 3.9.

(b) A pet shop operator shall keep a record of each dog or cat offered for sale. The record must be kept on file for a period of 2 years following the acquisition of each dog or cat, made available to the Department upon request, and submitted to the Department on May 1 and November 1 of each year. The record shall include the following:

(1) name, address, and phone number of the animal control facility or animal shelter each dog or cat was obtained from; and

(2) documentation from the animal control facility or animal shelter each dog or cat was obtained from demonstrating compliance with Section 3.9, including the circumstances that led to the animal control facility or animal shelter obtaining ownership of the dog or cat and any other information indicating the dog or cat was not obtained from a source prohibited in Section 3.9.

(c) In addition to the penalties set forth in Section 20.5, a pet shop operator that violates subsection (a) shall no longer offer for sale a dog or cat regardless of where the dog or cat was obtained.

(d) Nothing in this Section prohibits a pet shop operator

from providing space to an animal control facility or animal shelter to showcase dogs or cats owned by these entities for the purpose of adoption.

~~(a) A pet shop operator may not obtain a dog or cat for resale or sell or offer for sale any dog or cat obtained from a person who is required to be licensed by the pet dealer regulations of the United States Department of Agriculture under the federal Animal Welfare Act (7 U.S.C. 2131 et seq.) if any of the following applies to the original breeder:~~

~~(1) The person is not currently licensed by the United States Department of Agriculture under the federal Animal Welfare Act.~~

~~(2) During the 2-year period before the day the dog or cat is received by the pet shop, the person received a direct or critical non-compliant citation on a final inspection report from the United States Department of Agriculture under the federal Animal Welfare Act.~~

~~(3) During the 2-year period before the day the dog or cat is received by the pet shop, the person received 3 or more non-compliant citations on a final inspection report from the United States Department of Agriculture for violations relating to the health or welfare of the animal and the violations were not administrative in nature.~~

~~(4) The person received a no-access violation on each of the 3 most recent final inspection reports from the United States Department of Agriculture.~~

~~(b) A pet shop operator is presumed to have acted in good faith and to have satisfied its obligation to ascertain whether a person meets the criteria described in subsection (a) of this Section if, when placing an order to obtain a dog or cat for sale or resale, the pet shop operator conducts a search for inspection reports that are readily available of the breeder on the Animal Care Information System online search tool maintained by the United States Department of Agriculture. If inspection reports are not readily available on the United States Department of Agriculture website, the pet shop operator must obtain the inspection reports from the person or persons required to meet the criteria described in subsection (a) of this Section.~~

~~(c) Notwithstanding subsections (a) and (b) of this Section, a pet shop operator may obtain a dog or cat for resale or sell or offer for sale any dog or cat obtained from: (1) a person that sells dogs only he or she has produced and raised and who is not required to be licensed by the United States Department of Agriculture, (2) a publicly operated pound or a private non-profit humane society or rescue, or (3) an animal adoption event conducted by a pound or humane society.~~

~~(d) A pet shop operator shall maintain records verifying its compliance with this Section for 2 years after obtaining the dog or cat to be sold or offered for sale. Records maintained pursuant to this subsection (d) shall be open to inspection on request by a Department of Agriculture~~

~~inspector.~~

(Source: P.A. 100-322, eff. 8-24-17.)

(225 ILCS 605/3.9 new)

Sec. 3.9. Animal control facilities and animal shelters supplying to pet shop operators.

(a) An animal control facility or animal shelter that supplies dogs or cats to pet shop operators to be offered for sale shall not be a dog breeder or a cat breeder or obtain dogs or cats from a dog breeder, a cat breeder, a person who resells dogs or cats from a breeder, or a person who sells dogs or cats at auction in exchange for payment or compensation.

(b) An animal control facility or animal shelter that supplies dogs or cats to pet shops to be offered for sale shall provide pet shops with documentation demonstrating compliance with this Section, including a description of the ownership history of each dog or cat supplied, if known, the circumstances that led to ownership of the dog or cat, and any other information indicating the dog or cat was not obtained from a source prohibited in this Section.

(225 ILCS 605/3.15)

Sec. 3.15. Disclosures for dogs and cats being sold by pet shops.

(a) Prior to the time of sale, every pet shop operator must, to the best of his or her knowledge, provide to the

consumer the following information on any dog or cat being offered for sale:

(1) The retail price of the dog or cat, including any additional fees or charges.

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

(3) The date and description of any inoculation or medical treatment that the dog or cat received while under the possession of the pet shop operator, and any inoculation or medical treatment that the dog or cat received while under the possession of the animal control facility or animal shelter that the pet shop operator is aware of.

(4) Sourcing information required in subsection (b) of Section 3.8. ~~The name and business address of both the dog or cat breeder and the facility where the dog or cat was born. If the dog or cat breeder is located in the State, then the breeder's license number. If the dog or cat breeder also holds a license issued by the United States Department of Agriculture, the breeder's federal license number.~~

(5) (Blank).

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

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

(8) A copy of the pet shop's policy regarding warranties, refunds, or returns and an explanation of the remedy under subsections (f) through (m) of this Section in addition to any other remedies available at law.

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

(10) Disclosure that the dog or cat has been microchipped and the microchip has been enrolled in a nationally searchable database. Pet stores must also disclose that the purchaser has the option to list the pet store as a secondary contact on the microchip.

(a-5) All dogs and cats shall be microchipped by a pet shop operator prior to sale.

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

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

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

(c) A copy of the disclosures and the signed acknowledgement of disclosures form shall be provided to the customer at the time of sale and the original copy shall be maintained by the pet shop operator for a period of 2 years from the date of sale. A copy of the pet store operator's policy regarding warranties, refunds, or returns shall be provided to the customer.

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

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

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

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

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

(A) the customer's name and address;

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

(C) the date or dates that the dog or cat was

examined;

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

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

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

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

(1) return the dog or cat to the pet shop for a full refund of the purchase price;

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

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

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

For the purposes of this subsection (g), veterinary fees shall be considered reasonable if (i) the services provided are appropriate for the diagnosis and treatment of the disease, illness, or congenital or hereditary condition and

(ii) the cost of the services is comparable to that charged for similar services by other licensed veterinarians located in close proximity to the treating veterinarian.

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

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

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

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

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

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

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

(1) the illness or death resulted from: (A) maltreatment or neglect by the customer; (B) an injury sustained after the delivery of the dog or cat to the customer; or (C) an illness or disease contracted after the delivery of the dog or cat to the customer;

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

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

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

its death.

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

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

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

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

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

(m) If a pet shop offers its own warranty on a pet, a customer may choose to waive the remedies provided under subsection (f) of this Section in favor of choosing the warranty provided by the pet shop. If a customer waives the rights provided by subsection (f), the only remedies available to the customer are those provided by the pet shop's warranty. For the statement to be an effective waiver of the customer's right to refund or exchange the animal under subsection (f),

the pet shop must provide, in writing, a statement of the remedy under subsection (f) that the customer is waiving as well as a written copy of the pet shop's warranty. For the statement to be an effective waiver of the customer's right to refund or exchange the animal under subsection (f), it shall be substantially similar to the following language:

"I have agreed to accept the warranty provided by the pet shop in lieu of the remedies under subsection (f) of Section 3.15 of the Animal Welfare Act. I have received a copy of the pet shop's warranty and a statement of the remedies provided under subsection (f) of Section 3.15 of the Animal Welfare Act. This is a waiver pursuant to subsection (m) of Section 3.15 of the Animal Welfare Act whereby I, the customer, relinquish any and all right to return the animal for congenital and hereditary disorders provided by subsection (f) of Section 3.15 of the Animal Welfare Act. I agree that my exclusive remedy is the warranty provided by the pet shop at the time of sale."

(Source: P.A. 100-322, eff. 8-24-17.)

(225 ILCS 605/20) (from Ch. 8, par. 320)

Sec. 20. Any person violating any provision of this Act, other than a violation of Section 3.8 of this Act, or any rule, regulation, or order of the Department issued pursuant to this Act is guilty of a Class C misdemeanor and every day a violation continues constitutes a separate offense.

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

(225 ILCS 605/20.5)

Sec. 20.5. Administrative fines. The following administrative fines shall ~~may~~ be imposed by the Department upon any person or entity who violates any provision of this Act or any rule adopted by the Department under this Act:

(1) For the first violation, a fine of \$500 ~~\$1,000~~.

(2) For a second violation that occurs within 3 ~~2~~ years after the first violation, a fine of \$1,000 ~~\$2,500~~.

(3) For a third violation that occurs within 3 ~~2~~ years after the first violation, mandatory probationary status and a fine of \$2,500 ~~\$3,000~~.

If a person or entity fails or refuses to pay an administrative fine authorized by this Section, the Department may prohibit that person or entity from renewing a license under this Act until the fine is paid in full. Any penalty of \$500 or more not paid within 120 days of issuance by the Department shall be submitted to the Department of Revenue for collection as provided under the Illinois State Collection Act of 1986.

(Source: P.A. 101-295, eff. 8-9-19.)

Section 97. Severability. The provisions of this Act are severable under Section 1.31 of the Statute on Statutes.

Section 99. Effective date. This Act takes effect 180 days

Public Act 102-0586

HB1711 Enrolled

LRB102 05111 SPS 15131 b

after becoming law.