

# House Bill 2470

Sponsored by Representatives HOLVEY, GELSER, Senators COURTNEY, WALKER; Representatives BUCKLEY, COWAN, GALIZIO, GARRARD, MATTHEWS, SCHAUFLE, WITT, Senator PROZANSKI

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Prohibits owning, possessing, controlling or having charge of more than 25 sexually intact dogs aged four months or older. Imposes conditions for owning, possessing, controlling or having charge of 10 or more sexually intact dogs aged four months or older. Creates exceptions. Makes violation subject to maximum penalty of six months' imprisonment, \$2,500 fine, or both.

Imposes requirements and prohibitions on pet dealers selling, bartering or exchanging dogs. Provides customers of pet dealers with specific remedies if dogs have diseases, illnesses, adverse conditions or adverse congenital or hereditary defects.

## A BILL FOR AN ACT

1  
2 Relating to dogs.

3 **Be It Enacted by the People of the State of Oregon:**

4 **SECTION 1. (1) As used in this section:**

5 (a) **"Dog" means a member of the species *Canis familiaris*.**

6 (b)(A) **"Retail pet store" means a retail establishment open to the public that sells, or**  
7 **offers to sell dogs.**

8 (B) **"Retail pet store" does not mean a person that sells or offers to sell only dogs:**

9 (i) **That were bred or raised by the person; or**

10 (ii) **Are kept primarily for the purpose of reproduction.**

11 (2) **A person may not possess, control or otherwise have charge of at the same time more**  
12 **than 25 sexually intact dogs that are four months of age or older.**

13 (3) **A person that owns, possesses, controls or otherwise has charge of at the same time**  
14 **10 or more sexually intact dogs that are four months of age or older shall, in addition to**  
15 **providing minimum care as defined in ORS 167.310:**

16 (a) **Provide each dog with sufficient space to turn about freely, stand and sit and to lie**  
17 **down without the head, face, tail, legs or feet of the dog touching the sides of the enclosure**  
18 **or touching any other dog.**

19 (b) **Provide each dog with an enclosure that is six inches higher than the head of the**  
20 **tallest dog in that enclosure when the tallest dog is in a normal standing position.**

21 (c) **Provide each dog that is four months of age or older with at least two daily exercise**  
22 **periods totaling two or more hours in length, except as provided in subsection (4) of this**  
23 **section.**

24 (4) **For purposes of subsection (3)(c) of this section, an exercise period must include the**  
25 **removal of the dog from the enclosure and allowing the dog to walk during the entire period.**  
26 **The use of a treadmill or other device does not constitute allowing the dog to walk unless**  
27 **the use of the treadmill was prescribed for that dog by a veterinarian. Subsection (3)(c) of**  
28 **this section does not apply to a dog that has been certified by a veterinarian as being med-**

**NOTE:** Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 ically precluded from exercise.

2 (5) This section does not apply to:

3 (a) An animal control agency, humane society or animal shelter;

4 (b) A veterinary facility;

5 (c) A retail pet store; or

6 (d) A research facility.

7 (6) A violation of subsection (2) or (3) of this section is a Class B misdemeanor.

8 **SECTION 2.** As used in sections 2 to 12 of this 2009 Act:

9 (1) "Customer" means a person who acquires a dog directly from a pet dealer through  
10 purchase, barter or exchange.

11 (2) "Dog" means a member of the species *Canis familiaris*.

12 (3)(a) "Pet dealer" means a person that during a 12-month period sells, offers for sale,  
13 barters or exchanges more than the greater of:

14 (A) Twenty dogs; or

15 (B) Three litters of dogs.

16 (b) "Pet dealer" does not mean an animal control agency, humane society or animal  
17 shelter.

18 (4) "Purchase price" means the total of any moneys paid, and the fair market value of  
19 any goods or services given, by a customer to acquire a dog from a pet dealer.

20 **SECTION 3.** (1) A pet dealer may not sell, barter or exchange a dog unless the dog has  
21 been examined by a veterinarian within the preceding 30 days.

22 (2) A pet dealer may not sell, barter or exchange a dog that:

23 (a) Displays any clinical sign of infectious, contagious, parasitic or communicable disease;  
24 or

25 (b) Has any disease, illness or condition or congenital or hereditary defect that requires  
26 hospitalization or nonelective surgical procedures.

27 **SECTION 4.** A pet dealer shall deliver, at the time of the sale, barter or exchange of a  
28 dog, to the customer a written statement containing the following information:

29 (1) The date of birth for the dog, if known.

30 (2)(a) The name and address of the breeder, if known; or

31 (b) If the name and address of the breeder are unknown, the name and address of the  
32 person from whom the pet dealer received the dog.

33 (3) If the dog was not bred by the pet dealer, the date the pet dealer received the dog.

34 (4) The breed, sex and color of the dog and any distinguishing or identifying marks ex-  
35 isting at the time of the sale, barter or exchange. If the breed of the dog is mixed or un-  
36 known, the information shall so state. If the dog is from a source licensed by the United  
37 States Department of Agriculture, the statement shall contain the identifying tag, tattoo or  
38 color number for that dog and the name and license number of the licensed source.

39 (5) If the pet dealer is representing that the dog is qualified for registration, the names  
40 and registration numbers of the parents and the litter number for the dog.

41 (6) A record of any inoculations and worming treatments administered to the dog, if  
42 known. The information shall include the dates of administration and the types of inoculation  
43 and worming treatments.

44 (7) A record of any diagnosis of the dog by a veterinarian.

45 (8) A record of any medical treatment or medication administered to the dog by a

1 veterinarian or by the pet dealer.

2 (9) A statement signed by the pet dealer and the customer at the time of the sale, barter  
3 or exchange that:

4 (a) Represents the dog has no known disease, illness or adverse condition;

5 (b) Represents the dog has no known congenital or hereditary defects that adversely af-  
6 fect the health of the dog or that are likely to have a future adverse effect on the health of  
7 the dog; or

8 (c) Discloses any known disease, illness, adverse condition or adverse congenital or he-  
9 reditary defect of the dog.

10 **SECTION 5.** (1) Subject to section 7 of this 2009 Act, a customer who complies with sec-  
11 tion 6 of this 2009 Act is entitled to a remedy under subsection (2) of this section if either  
12 of the following occurs:

13 (a) Within 30 days after the customer acquires the dog, a veterinarian states in writing  
14 that the dog has, or that the dog died as a result of, a disease, illness or condition adversely  
15 affecting the health of the dog that existed in the dog before or at the time the customer  
16 acquired the dog. For purposes of this subsection, an intestinal or external parasite is not  
17 considered to adversely affect the health of the dog unless the presence of the parasite  
18 causes the dog to be clinically ill.

19 (b) Within two years after the customer acquires the dog, a veterinarian states in writing  
20 that the dog has, or that the dog died as a result of, a congenital or hereditary defect ad-  
21 versely affecting the health of the dog or requiring hospitalization or nonelective surgical  
22 procedures.

23 (2) A customer entitled to a remedy under this section may elect from among the fol-  
24 lowing remedies:

25 (a) Returning the dog to the pet dealer for a full refund of the purchase price and, subject  
26 to subsection (3) of this section, reimbursement of any reasonable veterinary expenses in-  
27 curred to diagnose or treat the dog.

28 (b) Exchanging the dog for another dog of equivalent value, chosen by the customer from  
29 among the dogs being offered by the pet dealer for sale, barter or exchange and, subject to  
30 subsection (3) of this section, reimbursement of any reasonable veterinary expenses incurred  
31 to diagnose or treat the returned dog.

32 (c) Retaining the dog and, subject to subsection (3) of this section, receiving reimburse-  
33 ment of veterinary expenses incurred to diagnose or treat the dog.

34 (d) If the dog has died, receiving the refund and reimbursement of expenses allowed for  
35 a returned dog under paragraph (a) of this subsection or choosing another dog and receiving  
36 reimbursement of expenses in the manner provided for an exchange under paragraph (b) of  
37 this subsection. In addition, the customer may obtain reimbursement for reasonable costs  
38 incurred in burying, cremating or otherwise disposing of the dog. The reimbursement of  
39 costs of burying, cremating or disposing of a dog under this subsection may not exceed the  
40 purchase price of the dog.

41 (3)(a) The amount of incurred veterinary expenses that may be claimed for reimburse-  
42 ment under subsection (2)(a) or (b) of this section may not exceed the purchase price of the  
43 dog.

44 (b) The amount of incurred veterinary expenses that may be claimed for reimbursement  
45 under subsection (2)(c) of this section is limited to 150 percent of the purchase price of the

1 **dog.**

2 (c) For purposes of subsection (2) of this section, veterinary expenses are presumed  
3 reasonable if the services rendered are of a type appropriate to diagnose or treat the disease,  
4 illness, condition or defect and if the fees for the services rendered do not exceed the rea-  
5 sonable and customary fees for similar services by other veterinarians in the community.  
6 The burden to establish that veterinary expenses incurred in the diagnosis and treatment  
7 of a dog were unreasonable is on the pet dealer.

8 (4) A pet dealer shall provide a customer who complies with section 6 of this 2009 Act  
9 with the remedy elected by the customer no later than 10 business days after the pet dealer  
10 receives the veterinarian's written statement pursuant to section 6 of this 2009 Act. This  
11 subsection does not apply if the pet dealer contests responsibility for a disease, illness or  
12 condition or congenital or hereditary defect under section 8 of this 2009 Act.

13 **SECTION 6.** To qualify for the remedies described in section 5 of this 2009 Act, no later  
14 than 10 business days after a veterinarian diagnoses a disease, illness, adverse condition or  
15 congenital or hereditary defect for which remedy is sought, a customer shall:

16 (1) Provide the pet dealer with a notice of the disease, illness, condition or defect that  
17 must include the name and telephone number of the veterinarian providing the diagnosis.

18 (2) Provide the pet dealer with a written statement from the veterinarian who examined  
19 the dog that must include but is not limited to:

20 (a) The name and address of the customer who acquired the dog.

21 (b) The date on which the veterinarian examined the dog.

22 (c) The breed and age of the dog, if known.

23 (d) The sex and color of the dog and any distinguishing or identifying marks.

24 (e) An affirmation by the veterinarian that the veterinarian has examined the dog and  
25 that the dog:

26 (A) Is clinically ill from or has symptoms of an infectious, contagious, parasitic or  
27 communicable disease, or an illness, that existed before or at the time the customer acquired  
28 the dog;

29 (B) Is suffering from a condition that adversely affects the health of the dog, or that is  
30 likely to have a future adverse effect on the health of the dog, and that existed before or at  
31 the time the customer acquired the dog; or

32 (C) Has a congenital or hereditary defect that adversely affects the health of the dog or  
33 that is likely to have a future adverse effect on the health of the dog.

34 (f) Copies of the laboratory reports, test results and other clinical information regarding  
35 the condition of the dog.

36 (g) A copy of an itemized bill showing the veterinary expenses incurred by the customer  
37 for the diagnosis and treatment of the dog.

38 **SECTION 7.** The remedies described in section 5 of this 2009 Act are not available if:

39 (1) The clinical illness or death of a dog resulted from maltreatment or neglect by the  
40 customer or resulted from a disease contracted after the customer acquired the dog.

41 (2) The customer failed to perform treatment prescribed by a veterinarian who diagnosed  
42 the disease, illness, condition or defect. This subsection does not apply if the total veterinary  
43 expenses for the diagnosis and treatment of the dog would exceed the purchase price of the  
44 dog.

45 (3) The pet dealer disclosed the disease, illness, condition or defect in writing pursuant

1 to section 4 of this 2009 Act at the time the customer acquired the dog.

2 (4) The customer fails to return to the pet dealer all documents provided to the customer  
3 for the purpose of registering a dog that the customer is returning to the pet dealer.

4 **SECTION 8.** (1) If a pet dealer contests responsibility for a disease, illness or condition  
5 or congenital or hereditary defect, and the dog is alive, the pet dealer may choose a  
6 veterinarian and have the dog examined. The pet dealer is responsible for the cost of the  
7 examination. The pet dealer shall provide the customer with a written statement of findings  
8 from the pet dealer's veterinarian.

9 (2) A customer may bring an action in a court of law to obtain the remedies described  
10 in section 5 of this 2009 Act or the parties may by mutual consent submit the dispute to  
11 binding arbitration if:

12 (a) The customer receives a statement of findings from the pet dealer's veterinarian  
13 under subsection (1) of this section and the customer and the pet dealer are unable to resolve  
14 the dispute on or before 10 business days after the customer receives the statement of  
15 findings; or

16 (b) The pet dealer fails to choose a veterinarian and have the dog examined on or before  
17 10 business days after the customer delivers to the pet dealer pursuant to section 6 of this  
18 2009 Act a written statement from the customer's veterinarian who examined the dog.

19 (3) A court shall award reasonable attorney fees and costs to a customer who prevails  
20 in an action brought to enforce remedies described in section 5 of this 2009 Act.

21 **SECTION 9.** (1) A pet dealer may not state, promise or represent to a customer that a  
22 dog is registered or capable of being registered unless the pet dealer provides the customer  
23 with proof of registration or the documents necessary for registration no later than 60 days  
24 after the customer acquires the dog.

25 (2) If a pet dealer fails to comply with subsection (1) of this section, or if the pet dealer  
26 materially misstates the breed of a dog, the customer may send the pet dealer a written  
27 notice of the noncompliance or misstatement and:

28 (a) Retain the dog and receive a refund of 75 percent of the purchase price; or

29 (b) Return the dog, along with all documentation previously provided to the customer by  
30 the pet dealer, and obtain a refund of the purchase price.

31 (3) A court shall award reasonable attorney fees and costs to a customer who prevails  
32 in an action brought to enforce remedies described in this section.

33 **SECTION 10.** A pet dealer shall maintain a written record of the health, status and dis-  
34 position of each dog the pet dealer sells, barter or exchanges. The pet dealer shall maintain  
35 the record for at least 12 months following the sale, barter or exchange of a dog. The record  
36 shall include:

37 (1) All information the pet dealer is required to disclose to a customer under section 4  
38 of this 2009 Act;

39 (2) Any complaints the pet dealer receives from a customer regarding the health of a dog;  
40 and

41 (3) Information regarding the return of any dog to the pet dealer, including the reason  
42 for the return.

43 **SECTION 11.** (1) A pet dealer shall post at the place where the pet dealer conducts the  
44 sale, barter or exchange of dogs a notice stating that customers of a pet dealer have specific  
45 legal rights and that a statement of those specific rights is available upon request. The notice

1 shall be in substantially the following form:  
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4 Purchasers of dogs from this business have specific rights under the law. Purchasers  
5 must be provided with a written copy of those rights at the time of sale. Any person may  
6 receive a copy of those rights from this business upon request.  
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9 (2) At the time that a customer acquires a dog, the pet dealer shall provide the customer  
10 with a written notice stating the rights and responsibilities of the customer under sections  
11 2 to 12 of this 2009 Act. The pet dealer and the customer shall sign the written notice.

12 (3) If a pet dealer sells, barter or exchanges a dog with the representation that the dog  
13 qualifies to be registered, the pet dealer shall provide the customer with a written notice to  
14 be signed by the pet dealer and the customer. The notice shall be in substantially the fol-  
15 lowing form:  
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18 A pedigree or registration does not ensure proper breeding, condition, health, quality or  
19 claims to lineage.  
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22 **SECTION 12.** The rights granted to customers under sections 2 to 12 of this 2009 Act are  
23 in addition to, and not in lieu of, any other common law or statutory rights or remedies. Any  
24 agreement by a customer to waive rights or remedies granted the customer under sections  
25 2 to 12 of this 2009 Act is void as contrary to public policy. Sections 2 to 12 of this 2009 Act  
26 do not prevent a pet dealer and a customer from agreeing to additional remedies or rights  
27 that are not inconsistent with sections 2 to 12 of this 2009 Act.

28 **SECTION 13.** Sections 2 to 12 of this 2009 Act apply to dogs that customers acquire from  
29 pet dealers on or after the effective date of this 2009 Act.  
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