



**THE HUMANE SOCIETY
OF THE UNITED STATES**

TESTIMONY IN SUPPORT OF HB 3141-1

**Presented to House Committee on Agriculture and Natural Resources
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The Humane Society of the United States
April 7, 2015**

On behalf of The Humane Society of the United States (HSUS), the nation's largest animal protection organization, and our supporters in Oregon, I thank you for this opportunity to testify in support of House Bill 3141 and the dash-1 amendment, relative to the practice of retail pet leasing or renting. The Humane Society of the United States places a premium on responsible pet ownership, and it is our position that pets are an integral part of our families and our lives. With those guiding principles in mind, we support public policies that provide the consumer with all the information they need in order to acquire a pet from responsible and reputable sources, and then provide their animal with a lifetime of proper care once it joins their family.

In 2009, the Oregon legislature passed what is now regarded as one of the nation's strongest puppy mill law. The bill was supported by strong bipartisan majorities, and in fact all three members of this committee who voted on this bill in 2009 (Reps. Witt, Krieger, and Esquivel) voted for its passage. The provisions in the puppy mill law regarding consumer information and remedies are set forth below in their entirety.

Since the enactment of the puppy mill law, however, a new retail pet business has been created that effectively evades its provisions by engaging in the leasing or renting of pets. For a monthly fee, the company provides consumers with a pet, and then pays expenses related to the care and maintenance of the animal. They also accept ownership of pets from consumers who retain possession of the animal but pay the monthly fee for expenses related to the care of the animal. Because ownership of the animal remains with the company, however, it does not come within the definition of "retail pet store" for purposes of the puppy mill law. That term is defined as "a retail establishment open to the public that sells or offers to sell dogs."

Consumers may not fully understand that the company, not they, are the legal owners of the pet. In a pet leasing arrangement, legal ownership of the animal is retained by the pet leasing company. The company retains ultimate authority to make veterinary care decisions, including decisions over life-saving treatments and/or euthanasia. If consumers disagree with the company's decision, they may have to purchase the pet from the company and then pay for the treatment themselves.

In addition, pet leasing allows businesses to avoid providing consumers with basic information about the pet they acquire. One of the objectives of that provision is to encourage retail pet stores to acquire their animals only from reputable breeders, rather than puppy mills, including from states that do not regulate the conditions for large-scale commercial dog breeding operations. Because pet leasing

businesses fall outside the existing definitions of a “retail pet store,” they are not required to disclose where they obtain their dogs, and whether the breeders or other sources they buy from engage in practices that might be illegal under Oregon’s puppy mill law.

The 2009 puppy mill law also affords consumers with remedies and recourse should the animal be suffering from a congenital disease or disorder. By engaging in the leasing or renting, rather than the selling, of pets, the pet leasing business is able to avoid these modest but very important provisions that were written to protect consumers who acquire their pet from a retail business.

HB 3141 and the -1 amendments provide a simple fix to these problems as follows:

1. Changes the definition of a “retail pet store” to include businesses that “provides or offers to provide dogs on a lease or rental basis; or assumes ownership of dogs from persons who retain possession while paying a fee for dog supplies or services.”
2. Requires the pet leasing business to very clearly disclose to the consumer at the time of acquiring the pet that the consumer is not the owner of the dog, and that the business retains ultimate authority for determining the level and source of veterinary care.
3. In situations where the consumer transfers ownership of their pet to the business, the business must provide the consumer with a written statement that clearly states the total one-time and periodic charges to be paid by the consumer for the dog supplies and services, as well as statements that the consumer is surrendering ownership of the dog to the business, and that the business will have ultimate authority to determine the level and source of veterinary care for the dog.

Note that HB 3141 and the dash -1 amendments do not forbid the practice of pet leasing or renting.

It is not our desire or intention to see anyone put out of business. It is important, however, that the integrity of Oregon’s puppy mill law be upheld by making sure it applies to **all** businesses that engage in offering pet dogs to Oregon consumers. This legislation makes, modest, common-sense changes to the existing statute to ensure that pet leasing businesses abide by the same rules as other retail pet store businesses.

For these reasons, The Humane Society of the United States encourages this Committee to take a stand for the welfare of our canine companions and the rights of consumers by passing HB 3141 and the dash -1 with a “do pass” recommendation.

Thank you, and I am happy to answer any questions.

OREGON PUPPY MILL LAW PROVISIONS RELATING TO CONSUMER INFORMATION AND REMEDIES

646A.075 Required information prior to purchase of dog. (1) As used in this section:

- (a) "Dog" means a member of the subspecies *Canis lupus familiaris* or a hybrid of that subspecies.
- (b) "Litter" means one or more dogs, sold individually or together, that are all or part of a group of dogs born to the same mother at the same time.
- (c) "Retail pet store" means a retail establishment open to the public that sells or offers to sell dogs.
- (d) "Retail pet store" does not mean a person that sells or offers to sell only dogs:
 - (A) That were bred or raised by the person; or
 - (B) That are kept primarily for the purpose of reproduction.
- (2) A retail pet store that offers a dog for sale shall, prior to accepting an offer to purchase the dog, provide the person making the offer with the following information, in writing, regarding the dog:
 - (a) If known, the breed, age and date of birth for the dog.
 - (b) The sex and color of the dog.
 - (c) A list, and accompanying proof, of all inoculations that have been given to the dog by any person, and the date of those inoculations.
 - (d) A list of all medical treatment provided to the dog by any person, the date or treatment and the reasons for the treatment.
 - (e) The name and business address of the breeder and of the facility where the dog was born.
 - (f) If the breeder holds a license issued by the United States Department of Agriculture, the breeder's federal identification number.
 - (g) The retail price of the dog.
 - (h) Any congenital disorder or hereditary diseases in the parents of the dog known to the pet dealer.
 - (i) If the dog is being sold with the representation that the dog qualifies for registration with a pedigree organization:
 - (A) The name and registration numbers of the parents of the dog; and
 - (B) The name and address of the pedigree organization with which the parents of the dog are registered.
 - (j) If the dog has previously been sold by the retail pet store and returned by the purchaser, the reason for the return.
 - (k) A statement in substantially the following form, with the applicable provision number circled:

The facility in which this dog was born has produced:

- 1. 0 to 2 litters during the one-year period preceding the day this dog was born.
- 2. 3 to 10 litters during the one-year period preceding the day this dog was born.
- 3. 11 to 39 litters during the one-year period preceding the day this dog was born.
- 4. 40 or more litters during the one-year period preceding the day this dog was born.

[2009

c.297 §5]

646A.077 Qualification for full refund; replacement dog; reimbursement for cost of veterinary care; exceptions. (1) As used in this section:

- (a) "Litter" means one or more dogs, sold individually or together, that are all or part of a group of dogs born to the same mother at the same time.

(b) "Pet dealer" means, except as provided in paragraph (c) of this subsection, a person that sells five or more litters of dogs during a one-year period.

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

(2) Except as otherwise provided in this section, a pet dealer shall provide the purchaser of a dog that complies with subsection (3) of this section with a full refund of the purchase price for the dog if:

(a) No later than 15 days after purchasing the dog from the pet dealer the purchaser has the dog examined by a veterinarian and the examination reveals that the dog is diseased; or

(b) No later than one year after purchasing the dog from the pet dealer the purchaser has the dog examined by a veterinarian and the examination reveals that the dog has a congenital disorder that significantly limits the dog's quality of life.

(3) To qualify for a refund under this section, the purchaser, no later than four business days after the veterinary examination that revealed the disease or disorder, must:

(a) Return the dog to the pet dealer;

(b) Provide the pet dealer with a dated written statement by the examining veterinarian that the dog has a disease or has a congenital defect; and

(c) Provide the pet dealer with proof of the sale, including but not limited to, the date of sale.

(4) Upon mutual agreement of the purchaser and pet dealer, the purchaser may accept a replacement dog instead of a refund.

(5) A purchaser that complies with subsection (2) of this section may, instead of obtaining a refund, require that the pet dealer reimburse the purchaser for the cost of veterinary care provided in connection with the disease or congenital disorder described in subsection (2) of this section. The duty of the pet dealer to reimburse the purchaser for the cost of veterinary care shall be limited to the purchase price of the dog. A purchaser that agrees to accept reimbursement under this subsection waives any other claim against the pet dealer for reimbursement of the cost of veterinary care for the dog.

(6) Notwithstanding subsections (1) to (5) of this section, a pet dealer is not required to refund the purchase price for a dog, provide a replacement dog or reimburse the purchaser for veterinary care if the pet dealer:

(a) At the time of sale made a clear and conspicuous disclosure in writing, initialed or signed by the purchaser, that disclosed the disease or disorder; or

(b) Had the dog examined by a veterinarian not more than 14 days prior to the date of sale and the examination did not disclose the disease or congenital disorder. [2009 c.297 §4]