

BILL NUMBER: AB 2862 INTRODUCED  
INTRODUCED BY Assembly Member Ridley-Thomas

FEBRUARY 24, 2006

An act to add Chapter 8 (commencing with Section 122340) to Part 6 of Division 105 of the Health and Safety Code, relating to retail animal sales.

LEGISLATIVE COUNSEL'S DIGEST

AB 2862, as introduced, Ridley-Thomas  
**Sale of animals at retail animal outlets.**

Existing law regulates the sale of dogs and cats by breeders and retail outlets and the sale of birds.

This bill would, commencing July 1, 2007, establish procedures for the care and maintenance of animals in the custody of an animal retail outlet, and would place limitations on the sale or transfer of those animals.

This bill would make the violation of its provisions punishable as an infraction or a misdemeanor. By creating a new crime, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

**TAC'S NOTE: CONTEXT OF THIS NEW CHAPTER, FOLLOWING THE CHAPTER ADDED BY SB 861 IN 2005, BUT THE DEFINITION OF "RETAIL ANIMAL OUTLET" FOR PURPOSES OF THIS BILL DIFFERS FROM THE DEFINITIONS IN Chapter 5, Article 2 and in Penal Code Section 5971. \*See text boxes below.**

**CHAPTER 5. SALE OF DOGS AND CATS**

Article 1. Sale of Dogs by Breeders .....  
[122045-122110](#)

Article 2. Retail Sale of Dogs and Cats .....  
[122125-122220](#)

Article 3. Dog Pedigree Registries .....  
[122300-122315](#)

**CHAPTER 6. SALE OF BIRDS .....**

[122320-122324](#)

**CHAPTER 7. SPAY/NEUTER AND BREEDING PROGRAMS FOR ANIMALS .. [122330-122331](#)**

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Chapter 8 (commencing with Section 122340) is added to Part 6 of Division 105 of the Health and Safety Code, to read:

CHAPTER 8. SALE OF ANIMALS AT RETAIL OUTLETS

122340. Definitions. As used in this act:

(a) "Adequate exercise" or "exercise" means the opportunity for the animal to move sufficiently to maintain normal muscle tone and mass for the age, species, size, and condition of the animal.

(b) "Adequate space" means sufficient height and sufficient floor space for the caged animals to easily stand up, sit down, and turn about freely using normal body movements without the head touching the top of the cage; lie in a natural position; and experience necessary socialization with cage mates, if any. However, when freedom of movement would endanger the animal, temporarily and appropriately restricting movement of the animal according to professionally accepted standards for the species is considered provision of adequate space.

(c) "Animal" means any nonhuman vertebrate species.

(d) "Enrichment" means providing objects or activities, compatible with the needs of the species, that stimulate an animal and promote the animal's physical or psychological well-being, or both.

(e) "Euthanasia" or "euthanize" means the humane destruction of an animal accomplished by a method that involves rapid unconsciousness and immediate death with a minimum of pain and distress inflicted on the animal, or by a method that involves anesthesia, produced by an agent that causes painless loss of consciousness, and death during the loss of consciousness.

(f) "Humane" means any action taken in consideration of, and with the intent of providing for, the animal's health and well-being.

(g) "Intact" means an animal that retains its sexual organs and has not undergone surgical sterilization by a veterinarian.

(h) "Person" means any individual, partnership, firm, joint-stock company, corporation, association, trust, estate, or other legal entity.

(i) "Primary enclosure" means any structure used to immediately restrict an animal or animals to a limited amount of space and where the animal or animals will reside until they are sold or transferred.

(j) "Retail animal outlet" means any establishment or marketplace where animals are bought, sold, exchanged, or offered for sale to the general public with the **intent of making a profit**. This term includes the keeping for transfer or the transfer of animals at temporary facilities, such as flea markets, mobile facilities, department stores, merchandise outlets, discount outlets, animal shows conducting a sale, and other types of retail outlets where the animals are intended as companions or household animals.

(k) "Retail animal outlet operator" or "operator of a retail animal outlet" means any individual, firm, corporation, partnership, other business unit, society, association, or other legal entity, or public or private institution which maintains, owns, or operates a retail animal outlet.

(l) "Rodent" means an animal of the Order Rodentia, such as a guinea pig, rat, mouse, or hamster.

(m) "Sanitize" means to make physically clean and to remove excreta, other waste material, dirt, and trash, and to destroy to a practical minimum any agent that is injurious to health.

(n) "Socialization" means physical contact with other animals of the same species or with human beings.

(o) "Time of sale" means the calendar date the retail purchaser removes the animal from the premises of the retail animal outlet

following the retail sale of that animal.

(p) "Veterinary treatment" means treatment by or on the order of a licensed veterinarian.

(q) "Weaned" means any animal that has become accustomed to taking solid food and has done so without nursing, hand-feeding, or human or animal assistance for a period of at least two weeks and is capable of sustaining at least 90 percent of its own weight following the time of sale, notwithstanding any illness or injury.

(r) "Well-placed perch" means that the bird can stand completely upright on the perch without having any head contact with the ceiling of the cage and, at the same time, the bird's tail does not touch the floor or grate of the cage.

122341. Nothing in this section limits Section 597 of the Penal Code or Section 122155, or any of the acts or omissions required thereby.

(a) Each retail animal outlet operator or agent of the operator shall do all of the following:

(1) Be present at least once daily for general care and maintenance of the animals in the custody of the retail animal outlet.

(2) Ensure each of the following:

(A) Each animal is handled in a manner that will not cause discomfort or physical harm to that animal.

(B) Notwithstanding Section 5971 of the Penal Code, adequate socialization and exercise are provided to dogs, cats, birds, rabbits, chinchillas, rats, and guinea pigs in the custody of the retail animal outlet.

(C) Retail animal outlet operators and their agents wash their hands before and after handling each infectious or contagious animal.

(b) (1) Except as provided in paragraph (2), each retail animal outlet operator shall ensure that clean, potable water in sufficient quantity to satisfy the animal's needs is accessible to the animal at all times. Snow or ice is not an adequate water source.

(2) Paragraph (1) shall not apply in the following circumstances:

(A) Withholding water is otherwise required to provide adequate health care to the animal on the advice in writing of the attending California licensed veterinarian.

(B) The animal is in transit for less than four hours.

(c) (1) Food shall be provided to each animal at least once during each 24-hour period.

(2) (A) Any animal with a nutritional need or disease condition shall be fed more frequently on the written advice of the attending California licensed veterinarian.

(B) Young animals shall be fed more than once daily.

(C) Reptiles, fish, or amphibians shall be fed and cared for in accordance with the eating patterns and environmental conditions compatible with each individual species.

(3) The animal food must be wholesome, palatable, free from contamination, and of sufficient quantity and nutritive value to meet the normal daily requirements for the animal, based upon its species, age, condition, and size.

(4) The water and food receptacles shall be in sufficient number, of adequate size, and so located as to enable each animal in the enclosure to be supplied with an adequate amount of water and food. Bowls, dishes, and other containers used for the feeding and watering

of animals shall be cleaned daily, or more often if it is necessary to maintain them free from contamination of excrement or urine. The water and food receptacles shall be so located as to minimize their potential contamination from excreta.

122342. (a) Animals shall be removed from the primary enclosures when water or any chemical solution is used in cleaning. All empty cages shall be kept clean at all times.

(b) Excreta shall be removed from each enclosure at least once daily. The enclosures shall be cleaned and sanitized as often as necessary to accomplish all of the following:

- (1) Prevent contamination of the animals contained therein.
- (2) Prevent disease hazards.
- (3) Minimize odors.

(c) For bird enclosures, perches shall be cleaned on a regular basis.

(d) Any cage, room, or pen that contains any animal having an infectious or transmissible disease shall be washed each day, and after each occupancy. Effective disinfectant shall be applied as an incident of each washing.

(e) Any aquarium containing fish shall be kept in a clean, healthful condition. Live algae is not considered an unhealthful condition. Any dead fish shall be removed promptly from aquariums.

122343. (a) Notwithstanding Sections 122155 and 122210, and Sections 597u and 597v of the Penal Code, retail animal outlet operators shall ensure that veterinary care is provided to the animals in the custody of the retail animal outlet without delay with needed to prevent suffering or to prevent disease transmission.

(b) A documented program for disease prevention, parasite control, euthanasia, and adequate veterinary care shall be established and maintained with a California licensed veterinarian as follows:

(1) Each animal shall be observed daily by the animal caretaker in charge, or by someone under his or her direct supervision, for the purpose of monitoring health, nutrition, and well-being of the animal.

(2) Animals that become seriously ill or seriously injured shall be diagnosed by a California licensed veterinarian in a timely manner and the prescribed therapy followed. Sick or injured animals shall be treated as follows, as appropriate:

(A) Provided with timely veterinary care as is needed for the health and well-being of the animals.

(B) Euthanized humanely and promptly by the retail animal outlet's attending veterinarian.

(C) Surrendered, with the express consent of the recipient, to a local public or private animal shelter.

(3) Animals shall not be euthanized in any way except through the most current, approved euthanasia methods established by the American Veterinary Medical Association panel on euthanasia. Euthanasia shall not be accomplished by placing a live animal in a freezer.

(4) Veterinary treatment records shall be kept for all animals, except fish, that receive any medication or immunization used in the treatment or prevention of illness or the treatment of injury while in the care of the retail animal outlet. The records shall be made available to the enforcing officer.

122344. Each retail animal outlet operator shall ensure all of the following:

(a) All enclosures in which one or more animals are housed or exercised are structurally sound and constructed and maintained in

good repair, so as to prevent injury to the animal, to contain the animals and keep other animals out, and to promote the health and safety of the enclosed animals and the public.

(b) Intact mammals that have reached sexual maturity are housed in a manner to prevent reproduction, unless the animals are intentionally bred by the retail animal outlet to produce additional animals for sale.

(c) The animals in the retail animal outlet's custody are kept clean and dry, unless species-specific requirements dictate an aquatic or semi-aquatic environment.

(d) Mammals, ducks, chickens, and pheasants housed on wire flooring are provided with a rest board, floor mat, or similar device that is large enough to provide adequate space for all the occupants of the primary enclosure at the same time. If the floor is constructed of mesh or slats, it shall be strong enough to prevent sagging and with a mesh small enough that it will not allow the animals' feet to pass through any openings in the floor.

(e) Adequate space is provided in the primary enclosure for the particular type of animal enclosed therein.

**122345. Notwithstanding Section 5971 of the Penal Code and Section 122155, a retail animal outlet operator shall ensure that all the following housing requirements are met:**

(a) (1) Each confined dog shall be provided a minimum square footage of floor space. The minimum square footage of floor space is equal to the mathematical square of the sum of the length of the dog in inches, as measured from the tip of its nose to the base of its tail, plus six inches as represented by the following formula. The calculation is: (length of dog in inches plus six) multiplied by (length of dog in inches plus six) equals the required floor space in square inches. Required floor space in inches divided by 144 equals required floor space in square feet.

(2) The interior height of a primary enclosure must be at least six inches higher than the head of the tallest dog in the enclosure when the dog is in a normal standing position.

(3) Not more than four adult dogs may be housed in the same primary enclosure.

(b) The primary enclosure for each cat or rabbit, including weaned juveniles, that is housed in any primary enclosure shall be provided minimum vertical space and floor space as follows:

(1) Each primary enclosure housing cats or rabbits shall be at least 24 inches high.

(2) Each cat or rabbit shall be provided with at least three square feet of floor space.

(3) The minimum floor space required by this section is exclusive of any food or water pans. The litter pan may be considered part of the floor space if it is properly cleaned and sanitized.

(c) Any primary enclosure for one or more birds shall meet all of the following requirements:

(1) A shelter or cage for a bird shall be constructed of materials that are impervious to moisture and can be readily cleaned.

(2) Sandpaper-covered perches or perches covered in an abrasive material are not permitted.

(3) Enclosures shall allow the birds within to fly, hop, or otherwise move about.

(4) Each enclosure shall have at least one form of enrichment appropriate for the species per each four animals.

(5) (A) Perches or other space shall be provided to allow each

bird to roost without physical harassment from other birds.

(B) A single well-placed perch may be adequate for psittacines.

(C) Two perches, one at each end of the cage, shall be provided for all bird species, including finches and canaries, that prefer flying or jumping to climbing.

(D) Perches shall be placed to prevent droppings from contaminating other birds and the birds' food and water supply and in order to prevent the bird's tail from having contact with the food and water.

(6) (A) Sufficient space shall be provided for each bird to obtain exercise to maintain itself in good health. Each bird shall be housed in a cage of sufficient size and dimensions as to allow an amount of perch space to enable it to fully extend its wings in every direction while all birds are simultaneously perched without having to touch another bird, obstacle, or the side of the cage.

(B) For medium-sized psittacines, including lorries, conures, Amazons, and African greys, each cage shall measure at least 24 inches wide, 18 inches deep, and 24 inches high.

(C) For small-sized psittacines, including cockatiels and parakeets, each cage shall measure at least 18 inches by 18 inches, and 18 inches high.

(D) For passerines, including canaries and finches, each cage shall measure 12 inches by 17 inches and be at least 7 inches high.

(d) (1) Each enclosure housing one or more rodents must include materials that allow necessary chewing to prevent detrimental overgrowth of the animals' teeth. Each enclosure shall also include at least one enrichment, which may include a climbing box, ball, or PVC tubing. Each enclosure shall also include shelters or nest boxes that are of sufficient size to accommodate all animals in the enclosure simultaneously.

(2) The materials used to construct a rodent enclosure shall be of sufficient strength to prevent escape and injury from gnawing or chewing and to protect the animals housed inside from predators.

(3) A rodent enclosure with a solid bottom shall be constructed of material that is impervious to moisture. An enclosure with a wire or mesh bottom shall be constructed to allow excreta to pass through the spaces in the wire or mesh. However, the wire or mesh floor shall be constructed to prevent injury to the feet and legs of any animal in the enclosure.

(4) (A) There shall be sufficient height and floor space for caged rodents to obtain proper exercise and maintain good health.

(B) Enclosures that house up to four small rodents shall measure at least one square foot wide and nine inches high. For each additional animal, the cage space shall be increased by 25 percent of original floor area. Each enclosure shall have one gnawing item and an exercise wheel per each four animals.

(C) Enclosures housing medium-sized rodents, including rats and guinea pigs, shall measure at least one square foot, 12 inches high, per animal. For each additional animal, the cage size shall be increased by 25 percent of original floor area. Each enclosure shall have one gnawing item and a nest box per four animals. Each enclosure that houses one or more rats also shall include a climbing apparatus.

122346. Notwithstanding Section 5971 of the Penal Code, each retail animal outlet operator shall ensure all of the following:

(a) Each confinement area that houses one or more animals is maintained at a temperature that is suitable for the animal housed

within and that maintains the animals' health and comfort. For cold-blooded animals, a temperature that is compatible to the well-being of the species shall be maintained.

(b) Lighting of sufficient intensity and distribution shall be available to permit all of the following:

(1) Routine inspection of the animals, including feeder mice and rats, in the retail animal outlet's custody for signs of stress, illness, or injury.

(2) Proper cleaning of the enclosures and the premises.

(3) For enclosures for birds allow at least eight hours of either natural or artificial light daily to allow the birds to intake food and water.

(4) For enclosures that house one or more animals adequate ventilation shall be provided to the confined animal. Additional ventilation shall be provided when the ambient temperature rises to a level that may negatively impact the health of the animal.

122347. (a) A retail animal outlet shall not sell or offer for sale any wild mammal or wild reptile designated pursuant to Section 671 of Title 14 of the California Code of Regulations.

(b) A retail animal outlet shall not sell or offer for sale any reptile or amphibian that is native to the State of California.

(c) Notwithstanding Section 599 of the Penal Code, a retail animal outlet shall not offer any live animal as a raffle, prize, advertising device, or promotional consideration.

(d) A retail animal outlet shall not sell, offer for sale, trade, or barter an animal that is under the age of eight weeks.

Notwithstanding Sections 122320 and 122321, an animal that is over the age of eight weeks may be sold, offered for sale, traded, or bartered only if the animal is weaned.

122348. Each retail animal outlet operator shall ensure all of the following:

(a) That records of all veterinary visits to the retail animal outlet premises are documented in writing. Veterinary treatment records shall be kept for each animal that receives medications or immunizations while in the care of the retail animal outlet. These records include all of the following:

(1) Identification of the animal receiving medical treatment.

(2) Name of the medication or immunization used.

(3) Amount of medication used.

(4) Time and date on which the medication or immunization was administered.

(b) Records required by subdivision (a) shall be kept at the retail animal outlet for one year after the sale of the animal.

122349. (a) Notwithstanding Section 122145, accurate records shall be kept and maintained for each animal purchased, acquired, held, transported, sold, or otherwise disposed of. The records shall include all of the following:

(1) The name, address, and telephone number of the person from whom each animal was acquired and his or her United States Department of Agriculture license number, if applicable, or his or her driver's license number or federal tax identification number.

(2) The date each animal was acquired.

(3) A description of each animal showing age, size, color, markings, sex, breed, and species. Records shall also include any other significant identification for each animal, including any microchip, official tag number, official leg band number, or tattoo.

(4) The name and address of the person to whom each animal is sold, given, bartered, or delivered. The record shall show the method and date of disposition, including sale, death, or transfer.

(b) Records required by subdivision (a) shall be maintained by the licensee for a minimum of one year after the sale or transfer of the animal.

(c) This section does not apply to the disposition of fish, insects, arachnids, and crustacea.

122350. (a) Notwithstanding Sections 122137, 122140, 122190, and 122220, retail animal outlet operators shall ensure all of the following:

(1) Notwithstanding Section 122215, a notice is posted stating the origin of the animals offered for sale by the retail animal outlet. The notice shall be accurate and provide all of the following information for each type of animal offered:

(A) The name of the company.

(B) The name of the breeder, if different from the company.

(C) The city and state of origin. The address and telephone number for the company or breeder of each type of animal offered for sale shall be made available to the enforcing officer and inspector upon request.

(2) Paragraph (2) does not apply to fish, insects, arachnids, and crustacea.

(3) That written disclosure of all treatments administered for 30 days prior to transfer is provided at the time of sale to each purchaser of an animal. This applies to immunizations, medications, wormers, and treatments for parasites. A record detailing the product used, the dosage, and the date administered must be provided.

(4) Except for fish, insects, arachnids, and crustacea, the retail animal outlet furnishes the purchaser of each animal a written statement at the time of sale. The statement shall show all of the following:

(A) Date of sale and date of birth of the animal, if known.

(B) Name, address, and telephone number of the retail animal outlet.

(C) Name, address, and telephone number of purchaser.

(D) Breed and description of animal, including the age, sex, and weight of the animal.

(E) For birds, the leg band identification number of the bird being sold.

(b) A complete copy of this chapter shall be posted in the retail animal outlet premises and provided to all staff members.

122351. (a) Animal control officers exercising their authority under Section 830.9 of the Penal Code, law enforcement officers, and humane officers qualified pursuant to Section 14502 or 14503 of the Corporations Code, may conduct investigations to ensure compliance with this chapter.

(b) A violation of any provision of this chapter is punishable as either an infraction or a misdemeanor at the discretion of the prosecutor. In determining the penalty, the degree and extent of harm caused to the public and to the affected animals as a result of the violation shall be considered. A second or subsequent conviction is punishable as a misdemeanor. Each violation of this chapter with respect to each animal constitutes a separate offense. An infraction under this chapter is punishable upon conviction by a fine of up to two hundred fifty dollars (\$250) as to each animal with respect to which a violation occurs. A misdemeanor under this chapter is



punishable upon conviction by a fine of up to one thousand dollars (\$1,000) as to each animal with respect to which a violation occurs, and imprisonment in a county jail for not more than six months.

(c) Notwithstanding any other penalty imposed, the enforcing officer may issue a correction notice requiring the violation to be remedied within 14 days. However, if the violation endangers the immediate health or safety of an animal in the custody of the licensee, the correction may be required within 24 hours. Nothing in this subdivision affects the authority of the enforcing officer to seize and impound an animal pursuant to Section 597.1 of the Penal Code.

(d) Nothing in this chapter shall be interpreted to limit or authorize any act or omission that violates the state's anticruelty laws.

SEC. 2. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 3. Section 1 of this act shall become operative July 1, 2007.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

**EXISTING HEALTH AND SAFETY CODE SECTION 122125-122220**

122125. (a) This article shall be known and may be cited as the Lockyer-Polanco-Farr Pet Protection Act.

(b) Every pet dealer of dogs and cats shall conform to the provisions of this article. As used in this article, "pet dealer" means a person engaging in the business of selling dogs or cats, or both, at retail, and by virtue of the sales of dogs and cats is required to possess a permit pursuant to Section 6066 of the Revenue and Taxation Code. For purposes of this article, the separate sales of dogs or cats from a single litter shall constitute only one sale under Section 6019 of the Revenue and Taxation Code. This definition does not apply to breeders of dogs regulated pursuant to Article 1 (commencing with Section 122045) nor to any person, firm, partnership, corporation, or other association, that breeds or rears dogs on the premises of the person, firm, partnership, corporation, or other association, that has sold, transferred, or given away fewer than 50 dogs in the preceding year.

(c) For purposes of this article, "purchaser" means a person who purchases a dog or cat from a pet dealer without the intent to resell the animal.

(d) This article shall not apply to publicly operated pounds and humane societies.

122130. Every pet dealer receiving dogs or cats from a common carrier shall transport, or have transported, dogs and cats from the carrier's premises within four hours after receipt of telephone

notification by the carrier of the completion of shipment and arrival of the animal at the carrier's point of destination.

122135. All dogs or cats received by a retail dealer shall, prior to being placed with other dogs or cats, be examined for sickness. Any dog or cat found to be afflicted with a contagious disease shall be kept caged separately from healthy animals.

122137. (a) (1) It is the intent of the Legislature and the purpose of this section to inform consumers who purchase dogs and cats from retail pet dealers about the benefits of spaying and neutering and the importance of establishing a relationship with a veterinarian, and to facilitate dog licensing by encouraging pet dealers to promote licensure compliance.

(2) The Legislature declares that pet dealers, when feasible, should offer incentives to purchasers to encourage the use of spaying and neutering services, and that local animal control agencies should investigate selling licenses through pet shops, or making licensure applications available in pet shops, since these businesses already serve a large number of pet owners through the sale of pet supplies.

(b) Every pet dealer shall deliver to the purchaser of each dog or cat at the time of sale, written material, in a form determined by the pet dealer, containing information on the benefits of spaying and neutering. The written material shall include recommendations on establishing a relationship with a veterinarian, information on early-age spaying and neutering, the health benefits associated with spaying and neutering pets, the importance of minimizing the risk of homeless or unwanted animals, and the need to comply with applicable license laws.

(c) The delivering of any model materials prepared by the Pet Industry Joint Advisory Council, the California Animal Control Directors Association, the State Humane Association of California, and the California Veterinary Medical Association shall satisfy the requirements of subdivision (b).

122140. Every pet dealer shall deliver to the purchaser of each dog and cat at the time of sale a written statement in a standardized form prescribed by the Department of Consumer Affairs containing the following information:

(a) For cats:

(1) The breeder's and broker's name and address, if known, or if not known, the source of the cat. If the person from whom the cat was obtained is a dealer licensed by the United States Department of Agriculture, the person's name, address, and federal dealer identification number.

(2) The date of the cat's birth, unless unknown because of the source of the cat and the date the dealer received the cat.

(3) A record of the immunizations and worming treatments administered, if any, to the cat as of the time of sale, including the dates of administration and the type of vaccine or worming treatment.

(4) A record of any known disease or sickness that the cat is afflicted with at the time of sale. In addition, this information shall also be orally disclosed to the purchaser.

(b) For dogs:

(1) The breeder's name and address, if known, or if not known, the

source of the dog. If the person from whom the dog was obtained is a dealer licensed by the United States Department of Agriculture, the person's name, address, and federal dealer identification number.

(2) The date of the dog's birth, and the date the dealer received the dog. If the dog is not advertised or sold as purebred, registered, or registerable, the date of birth may be approximated if not known by the seller.

(3) The breed, sex, color, and identifying marks at the time of sale, if any. If the dog is from a United States Department of Agriculture licensed source, the individual identifying tag, tattoo, or collar number for that animal. If the breed is unknown or mixed, the record shall so indicate.

(4) If the dog is being sold as being capable of registration, the names and registration numbers of the sire and dam, and the litter number, if known.

(5) A record of inoculations and worming treatments administered, if any, to the dog as of the time of sale, including dates of administration and the type of vaccine or worming treatment.

(6) A record of any veterinarian treatment or medication received by the dog while in the possession of the pet dealer and either of the following:

(A) A statement, signed by the pet dealer at the time of sale, containing all of the following:

(i) The dog has no known disease or illness.

(ii) The dog has no known congenital or hereditary condition that adversely affects the health of the dog at the time of the sale or that is likely to adversely affect the health of the dog in the future.

(B) A record of any known disease, illness, and any congenital or hereditary condition that adversely affects the health of the dog at the time of sale, or is likely to adversely affect the health of the dog in the future, along with a statement signed by a veterinarian licensed in the State of California that authorizes the sale of the dog, recommends necessary treatment, if any, and verifies that the disease, illness, or condition does not require hospitalization or nonelective surgical procedures, nor is it likely to require hospitalization or nonelective surgical procedures in the future. A veterinarian statement is, not required for intestinal or external parasites unless their presence makes the dog clinically ill or is likely to make the dog clinically ill. The statement shall be valid for seven days following examination of the dog by the veterinarian.

(c) For the purpose of this article, "nonelective surgical procedure" means a surgical procedure that is necessary to preserve or restore the health of the dog, to prevent the dog from experiencing pain or discomfort, or to correct a condition that would interfere with the dog's ability to walk, run, jump, or otherwise function in a normal manner.

(d) For the purposes of this article, "clinically ill" means an illness that is apparent to a veterinarian based on observation, examination, or testing of the dog, or upon a review of the medical records relating to the dog.

(e) A disclosure made pursuant to subdivision (b) shall be signed by both the pet dealer certifying the accuracy of the statement, and the purchaser of the dog acknowledging receipt of the statement. In addition, all medical information required to be disclosed pursuant to subdivision (b) shall be made orally to the purchaser.

(f) For purposes of this article, a disease, illness, or congenital or hereditary condition that adversely affects the health of a dog at the time of sale or is likely to adversely affect the health of the dog in the future shall be one that is apparent at the time of sale or that should have been known by the pet dealer from the history of veterinary treatment disclosed pursuant to this section.

122145. A pet dealer shall maintain a written record on the health, status, and disposition of each dog and each cat for a period of not less than one year after disposition of the dog or cat. The record shall also contain all of the information required to be disclosed pursuant to Sections 122140 and 122220. Those records shall be available to humane officers, animal control officers, and law enforcement officers for inspection during normal business hours.

122150. (a) Except as otherwise specified herein, any person violating any provision of this article other than Section 122205 shall be subject to a civil penalty of up to one thousand dollars (\$1,000) per violation. The action may be prosecuted in the name of the people of the State of California by the district attorney for the county where the violation occurred in the appropriate court or by the city attorney in the city where the violation occurred.

(b) Nothing in this article limits or authorizes any act or omission that violates Section 5971 of the Penal Code.

122155. (a) It shall be unlawful for a pet dealer to fail to do any of the following:

(1) Maintain facilities where the dogs are kept in a sanitary condition.

(2) Provide dogs with adequate nutrition and potable water.

(3) Provide adequate space appropriate to the age, size, weight, and breed of dog. Adequate space means sufficient space for the dog to stand up, sit down, and turn about freely using normal body movements, without the head touching the top of the cage, and to lie in a natural position.

(4) Provide dogs housed on wire flooring with a rest board, floormat, or similar device that can be maintained in a sanitary condition.

(5) Provide dogs with adequate socialization and exercise. For the purpose of this article "socialization" means physical contact with other dogs or with human beings.

(6) Wash hands before and after handling each infectious or contagious dog.

(7) Maintain either of the following:

(A) A fire alarm system that is connected to a central reporting station that alerts the local fire department in case of fire.

(B) Maintain a fire suppression sprinkler system.

(8) Provide veterinary care without delay when necessary.

(b) A pet dealer shall not be in possession of a dog that is less than eight weeks old.

122160. (a) If a licensed veterinarian states in writing that within 15 days after the purchaser has taken physical possession of the dog after the sale by a pet dealer, the dog has become ill due to any illness that existed in the dog on or before delivery of the dog to the purchaser, or, if within one year after the purchaser has

taken physical possession of the dog after the sale, a veterinarian licensed in this state states in writing that the dog has a congenital or hereditary condition that adversely affects the health of the dog, or that requires, or is likely in the future to require, hospitalization or nonelective surgical procedures, the dog shall be considered unfit for sale, and the pet dealer shall provide the purchaser with any of the following remedies that the purchaser elects:

(1) Return the dog to the pet dealer for a refund of the purchase price, plus sales tax, and reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed the original purchase price of the dog, plus sales tax.

(2) Exchange the dog for a dog of the purchaser's choice of equivalent value, providing a replacement dog is available, and reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed the original purchase price of the dog, plus sales tax.

(3) Retain the dog, and reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed 150 percent of the original purchase price of the dog, plus sales tax on the original purchase price of the dog.

(b) If the dog has died, regardless of the date of the death of the dog, obtain a refund for the purchase price of the dog, plus sales tax, or a replacement dog of equivalent value of the purchaser's choice and reimbursement for reasonable veterinary fees in diagnosis and treatment of the dog in an amount not to exceed the original purchase price of the dog, plus sales tax, if either of the following conditions exist:

(1) A veterinarian, licensed in this state, states in writing that the dog has died due to an illness or disease that existed within 15 days after the purchaser obtained physical possession of the dog after the sale by a pet dealer.

(2) A veterinarian, licensed in this state, states in writing that the dog has died due to a congenital or hereditary condition that was diagnosed by the veterinarian within one year after the purchaser obtained physical possession of the dog after the sale by a pet dealer.

122165. (a) There shall be a rebuttable presumption that an illness existed at the time of sale if the animal dies within 15 days of delivery to the purchaser.

(b) For purposes of Section 122160, a finding by a veterinarian of intestinal or external parasites shall not be grounds for declaring a dog unfit for sale unless their presence makes the dog clinically ill or is likely to make the dog clinically ill.

(c) For purposes of Section 122160, the value of veterinary services shall be deemed reasonable if the services rendered are appropriate for the diagnosis and treatment of illness or congenital or hereditary condition, made by the veterinarian and the value of similar services is comparable to the value of similar services rendered by other licensed veterinarians in proximity to the treating veterinarian.

122170. To obtain the remedies provided for in Section 122160, the purchaser shall substantially comply with all of the following requirements:

(a) Notify the pet dealer as soon as possible but not more than

five days after the diagnosis by a veterinarian licensed in this state of a medical or health problem, including a congenital or hereditary condition and of the name and telephone number of the veterinarian providing the diagnosis.

(b) Return the dog to the pet dealer, in the case of illness, along with a written statement from a veterinarian licensed in this state, stating the dog to be unfit for purchase due to illness, a congenital or hereditary condition, or the presence of symptoms of a contagious or infectious disease, that existed on or before delivery of the dog to the purchaser, and that adversely affects the health of the dog. The purchaser shall return the dog along with a copy of the veterinarian's statement as soon as possible but not more than five days after receipt of the veterinarian's statement.

(c) Provide the pet dealer, in the event of death, with a written statement from a veterinarian licensed in this state stating that the dog died from an illness that existed on or before the delivery of the dog to the purchaser. The presentation of the statement shall be sufficient proof to claim reimbursement or replacement and the return of the deceased dog to the pet dealer shall not be required.

122175. Notwithstanding Section 122160, no refund, replacement, or reimbursement of veterinary fees shall be made if any of the following conditions exist:

(a) The illness or death resulted from maltreatment or neglect or from an injury sustained or an illness contracted subsequent to the delivery of the dog to the purchaser.

(b) The purchaser fails to carry out the recommended treatment prescribed by the examining veterinarian who made the initial diagnosis. However, this subdivision shall not apply if the cost for the treatment together with the veterinarian's fee for the diagnosis would exceed the purchase price of the dog, including sales tax.

(c) A veterinarian's statement was provided to the purchaser pursuant to subparagraph (B) of paragraph (6) of subdivision (b) of Section 122140 that disclosed the disease, illness, or condition for which the purchaser seeks to return the dog. However, this paragraph shall not apply if, within one year after the purchaser took physical possession of the dog, a veterinarian licensed in this state states in writing that the disease, illness, or condition requires, or is likely in the future to require, hospitalization or nonelective surgical procedures or that the disease, illness, or condition resulted in the death of the dog.

(d) The purchaser refuses to return to the pet dealer all documents previously provided to the purchaser for the purpose of registering the dog. This subdivision shall not apply if the purchaser signs a written statement certifying that the documents have been inadvertently lost or destroyed.

122180. (a) The veterinarian's statement pursuant to Section 122160 shall contain the following information:

(1) The purchaser's name and address.

(2) The date or dates the dog was examined.

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

(4) That the veterinarian examined the dog.

(5) That the dog has or had an illness described in this section that renders it unfit for purchase or resulted in its death.

(6) The precise findings of the examination or necropsy, including laboratory results or copies of laboratory reports.

(b) If a refund for reasonable veterinary expenses is being requested, the veterinary statement shall be accompanied by an itemized bill of fees appropriate for the diagnosis and treatment of the illness or congenital or hereditary condition.

(c) Refunds and payment of reimbursable expenses provided for by Section 122160 shall be paid, unless contested, by the pet dealer to the purchaser not later than 10 business days following receipt of the veterinarian's statement required by Section 122160 or, where applicable, not later than 10 business days after the date on which the dog is returned to the pet dealer.

122185. (a) In the event that a pet dealer wishes to contest a demand for any of the remedies specified in Section 122160, the dealer may, except in the case of the death of the dog, require the purchaser to produce the dog for examination by a licensed veterinarian designated by the pet dealer. The pet dealer shall pay the cost of this examination.

(b) If the purchaser and the pet dealer are unable to reach an agreement within 10 business days following receipt by the pet dealer of the veterinarian's statement pursuant to Section 122160, or following receipt of the dog for examination by a veterinarian designated by the pet dealer, whichever is later, the purchaser may initiate an action in a court of competent jurisdiction to resolve the dispute or the parties may submit to binding arbitration if mutually agreed upon by the parties in writing.

(c) The prevailing party in the dispute shall have the right to collect reasonable attorney's fees if the other party acted in bad faith in seeking or denying the requested remedy.

122190. Every pet dealer that sells a dog shall provide the purchaser at the time of sale, and a prospective purchaser upon request, with a written notice of rights, setting forth the rights provided for under this section. The notice shall be contained in a separate document. The written notice of rights shall be in 10-point type. A copy of the written notice of rights shall be signed by the purchaser acknowledging that he or she has reviewed the notice. The notice shall state the following:

"A STATEMENT OF CALIFORNIA LAW GOVERNING THE SALE OF DOGS

The sale of dogs is subject to consumer protection regulations. In the event that a California licensed veterinarian states in writing that your dog is unfit for purchase because it became ill due to an illness or disease that existed within 15 days following delivery to you, or within one year in the case of congenital or hereditary condition, you may choose one of the following:

(1) Return your dog and receive a refund of the purchase price, plus sales tax, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog plus sales tax.

(2) Return your dog and receive a dog of your choice of equivalent value, providing a replacement dog is available, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog, plus sales tax.

(3) Keep the dog and receive reimbursement for reasonable veterinarian fees up to 150 percent of the original purchase price of the dog plus sales tax on the original purchase price of the dog.

In the event your dog dies, you may receive a refund for the

purchase price of the dog, plus sales tax, or a replacement dog of your choice, of equivalent value, and reimbursement for reasonable veterinary fees for the diagnosis and treatment of the dog, if a veterinarian, licensed in this state, states in writing that the dog has died due to an illness or disease that existed within 15 days after the purchaser obtained physical possession of the dog after the sale by a pet dealer, or states that the dog has died due to a congenital or hereditary condition that was diagnosed by the veterinarian within one year after the purchaser obtained physical possession of the dog after the sale by a pet dealer. These fees may not exceed the purchase price of the dog, plus sales tax.

In order to exercise these rights, you must notify the pet dealer as quickly as possible but no later than five days after learning from your veterinarian that a problem exists. You must tell the pet dealer about the problem and give the pet dealer the name and telephone number of the veterinarian providing the diagnosis.

If you are making a claim, you must also present to the pet dealer a written veterinary statement, in a form prescribed by law, that the animal is unfit for purchase and an itemized statement of all veterinary fees related to the claim. This information must be presented to the pet dealer no later than five days after you have received the written statement from the veterinarian.

In the event that the pet dealer wishes to contest the statement or the veterinarian's bill, the pet dealer may request that you produce the dog for examination by a licensed veterinarian of the pet dealer's choice. The pet dealer shall pay the cost of this examination.

In the event of death, the deceased dog need not be returned to the pet dealer if you submit a statement issued by a licensed veterinarian stating the cause of death.

If the parties cannot resolve the claim within 10 business days following receipt of the veterinarian statement or the examination by the pet dealer's veterinarian, whichever event occurs later, you may file an action in a court of competent jurisdiction to resolve the dispute. If a party acts in bad faith, the other party may collect reasonable attorney's fees. If the pet dealer does not contest the matter, the pet dealer must make the refund or reimbursement no later than 10 business days after receiving the veterinary certification.

If the pet dealer has represented your dog as registerable with a pedigree organization, the pet dealer shall provide you with the necessary papers to process the registration within 120 days following the date you received the dog. If the pet dealer fails to deliver the papers within the prescribed timeframe, you are entitled to return the dog for a full refund of the purchase price, including sales tax, or a refund of 75 percent of the purchase price, including sales tax if you choose to keep the dog.

This statement is a summary of key provisions of the consumer remedies available. California law also provides safeguards to protect pet dealers from abuse. If you have any questions, obtain a copy of the complete relevant statutes.

This notice shall be contained in a separate document. The written notice shall be in 10-point type. The notice shall be signed by the purchaser acknowledging that he or she has reviewed the notice. The pet dealer shall permit persons to review the written notice upon request.

NOTE: This disclosure of rights is a summary of California law.



The actual statutes are contained in Article 2 (commencing with Section 122125 of Chapter 5 of Part 6 of Division 105 of the Health and Safety Code."

122195. Nothing in this article shall in any way limit the rights or remedies that are otherwise available to a consumer under any other law. Nor shall this article in any way limit the pet dealer and the purchaser from agreeing between themselves upon additional terms and conditions that are not inconsistent with this article. However, any agreement or contract by a purchaser to waive any rights under this article shall be null and void and shall be unenforceable.

122200. (a) A pet dealer shall not state, promise, or represent to the purchaser, directly or indirectly, that a dog is registered or capable of being registered with an animal pedigree registry organization, unless the pet dealer provides the purchaser with the documents necessary for that registration within 120 days following the date of sale of the dog.

(b) In the event that a pet dealer fails to provide the documents necessary for registration within 120 days following the date of sale, in violation of subdivision (a), the purchaser shall, upon written notice to the pet dealer, be entitled to retain the animal and receive a partial refund of 75 percent of the purchase price, plus sales tax, or return the dog along with all documentation previously provided the purchaser for a full refund, including sales tax.

122205. Except as provided for in subparagraph (B) of paragraph (6) of subdivision (b) of Section 122140, no pet dealer shall knowingly sell a dog that is diseased, ill, or has a condition, any one of which requires hospitalization or surgical procedures. In lieu of the civil penalties imposed pursuant to Section 122150, any pet dealer who violates this section shall be subject to a civil penalty of up to one thousand dollars (\$1,000), or shall be prohibited from selling dogs at retail for up to 30 days, or both. If there is a second offense, the pet dealer shall be subject to a civil penalty of up to two thousand five hundred dollars (\$2,500), or a prohibition from selling dogs at retail for up to 90 days, or both. For a third offense, the pet dealer shall be subject to a civil penalty of up to five thousand dollars (\$5,000) or a prohibition from selling dogs at retail for up to six months, or both. For a fourth and subsequent offense, the pet dealer shall be subject to a civil penalty of up to ten thousand dollars (\$10,000) or a prohibition from selling dogs at retail for up to one year, or both. For purposes of this section, a violation that occurred over five years prior to the most recent violation shall not be considered.

An action for recovery of the civil penalty and for a court order enjoining the pet dealer from engaging in the business of selling dogs at retail for the period set forth in this section, may be prosecuted by the district attorney for the county where the violation occurred, or the city attorney for the city where the violation occurred, in the appropriate court.

122210. (a) No dog may be offered for sale by a pet dealer to a purchaser until the dog has been examined by a veterinarian licensed in this state. Each dog shall be examined within five days of

receipt of the dog and once every 15 days thereafter while the dog is in the possession or custody of the pet dealer. The pet dealer shall provide any sick dog with proper veterinary care without delay.

(b) Any dog diagnosed with a contagious or infectious disease, illness, or condition shall be caged separately from healthy dogs until a licensed veterinarian determines that the dog is free from contagion or infection. The area shall meet the following conditions when contagious or infectious dogs are present:

(1) The area shall not be used to house other healthy dogs or new arrivals awaiting the required veterinary examination.

(2) The area shall not be used for storing open food containers or bowls, dishes, or other utensils that come in contact with healthy dogs.

(3) The area shall have an exhaust fan that creates air movement from the isolation area to an area outside the premises of the pet dealer. The removal of exhaust air from the isolation area may be accomplished by the use of existing heating and air-conditioning ducts, provided no exhaust air is permitted to enter or mix with fresh air for use by the general animal population.

(4) Upon removal of all of the contagious or infectious dogs, the area shall be cleaned and disinfected before any healthy animal can be placed in the area.

(c) If the pet dealer's veterinarian deems the dog to be unfit for purchase due to a disease, illness, or congenital condition, any of which is fatal or that causes, or is likely to cause, the dog to unduly suffer, the veterinarian shall humanely euthanize the dog. The veterinarian shall provide the pet dealer with a written statement as to why the dog was euthanized. Otherwise, the pet dealer shall have a veterinarian treat the dog, or may surrender the dog to a humane organization that consents to the receipt thereof.

(d) In the event a dog is returned to a pet dealer due to illness, disease, or a congenital or hereditary condition requiring veterinary care, the pet dealer shall provide the dog with proper veterinary care.

122215. Every retail dealer shall post conspicuously on the cage of each dog offered for sale a notice indicating the state where the dog was bred and brokered.

122220. (a) Every pet dealer shall post conspicuously within close proximity to the cages of dogs offered for sale, a notice containing the following language in 100-point type:

"Information on the source of these dogs, and veterinary treatments received by these dogs is available for review."

"You are entitled to a copy of a statement of consumer rights."

(b) Every pet dealer shall, upon request for information regarding a dog, make immediately available to prospective purchasers all of the information required to be disclosed to purchasers pursuant to subdivision (b) of Section 122140 and pursuant to Section 122190.

5971. (a) It shall be unlawful for any person who operates a pet shop to fail to do all of the following:

(1) Maintain the facilities used for the keeping of pet animals in a sanitary condition.

(2) Provide proper heating and ventilation for the facilities used for the keeping of pet animals.

(3) Provide adequate nutrition for, and humane care and treatment of, all pet animals under his or her care and control.

(4) Take reasonable care to release for sale, trade, or adoption only those pet animals that are free of disease or injuries.

(5) Provide adequate space appropriate to the size, weight, and specie of pet animals.

(b) (1) Sellers of pet animals shall provide buyers of a pet animal with general written recommendations for the generally accepted care of the class of pet animal sold, including recommendations as to the housing, equipment, cleaning, environment, and feeding of the animal. This written information shall be in a form determined by the sellers of pet animals and may include references to Web sites, books, pamphlets, videos, and compact discs.

(2) If a seller of pet animals distributes material prepared by a third party, the seller shall not be liable for damages caused by any erroneous information in that material unless a reasonable person exercising ordinary care should have known of the error causing the damage.

(3) This subdivision shall apply to any private or public retail business that sells pet animals to the public and is required to possess a permit pursuant to Section 6066 of the Revenue and Taxation Code.

(4) Charges brought against a seller of pet animals for a first violation of the provisions of this subdivision shall be dismissed if the person charged produces in court satisfactory proof of compliance. A second or subsequent violation is an infraction punishable by a fine not to exceed two hundred fifty dollars (\$250).

(c) As used in this section, the following terms have the following meanings:

(1) "Pet animals" means dogs, cats, monkeys and other primates, rabbits, birds, guinea pigs, hamsters, mice, snakes, iguanas, turtles, and any other species of animal sold or retained for the purpose of being kept as a household pet.

(2) "Pet shop" means every place or premises where pet animals are kept for the purpose of either wholesale or retail sale. "Pet shop" does not include any place or premises where pet animals are occasionally sold.

(d) Any person who violates any provision of subdivision (a) is guilty of a misdemeanor and is punishable by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in the county jail not exceeding 90 days, or by both that fine and imprisonment.