1999 DRAFTING REQUEST

Bill

Received: **10/14/1999**

Received By: **gibsom**

Wanted: **As time permits**

Identical to LRB:

For: **Sheryl Albers (608) 266-8531**

By/Representing:

This file may be shown to any legislator: NO

Drafter: **gibsom**

May Contact:

Alt. Drafters:

Subject: **Trade Regulation**

Extra Copies:

Pre Topic:

No specific pre topic given

Topic:

Regulation of sale of puppies and kittens

Instructions:

See Attached

Drafting History:

Vers.	Drafted	Reviewed	Typed	Proofed	Submitted	Jacketed	Reauired
/1	gibsom 02/07/2000	wjackson 02/07/2000	martykr 02/07/2000	_____ _____	lrb-docadmin 02/07/2000		
/2	gibsom 02/10/2000	wjackson 02/10/2000	hhagen 02/10/2000	_____ _____	lrb-docadmin 02/10/2000	lrb_docadmin 02/28/2000	

FE Sent For:

<END>

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		/2 2/10 WLJ	kh 2/10	kk kf 2/10			

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/?	gibsom		Km 2/4	HH 2 Km 2/7			

FE Sent For:

<END>

To: LRB-Drafting
From: Representative Sheryl K. Albers

Date: October 13, 1999
Subject: Introduction of "Puppy Lemon Law" Legislation

In many states, the issue of poorly bred and sick puppies being sold to consumers has become quite important. These "lemon" puppies and kittens cause significant problems to consumers and even hurt reputable dealers. Quite a few states have enacted to laws to protect the consumer from these "lemon" puppies and kittens.

Please draft "Puppy Lemon Law" legislation, including the following conditions:

1. A "puppy or kitten" will be defined as any dog or cat under the age of 6 months.
2. A "puppy or kitten seller" will be defined as anyone who sells 2 litters of puppies or kittens or 20 puppies or kittens ~~whichever is greater~~ within one year.
3. The puppy or kitten seller must provide documentation concerning any inoculations and medical history of puppy or kitten. Also, the puppy or kitten seller must inform the consumer in documentation of any congenital or hereditary problems. If the seller does this he and still purchases the animal, the seller is exempt from this law concerning congenital or hereditary defects.
4. The consumer will have 2 weeks from the date of purchase to identify contagious or infectious diseases, and 6 months from the date of purchase to identify congenital or hereditary defects in the puppy or kitten.
5. Any contagious or infectious disease, or congenital or hereditary defect that a puppy or kitten has must be professionally identified and documented by a licensed veterinarian.
6. If documented by a licensed veterinarian, the consumer will have the following options:
   (1) keep the puppy and have the puppy or kitten seller reimburse the consumer for veterinary fees incurred;
   (2) have the puppy or kitten replaced and have the puppy or kitten seller reimburse the consumer for veterinary fees incurred to detect the problem;
   (3) return the puppy for a reimbursement and have the puppy or kitten seller reimburse the consumer for veterinary fees incurred to detect the problem.

   The puppy or kitten seller will never be liable for more than twice the selling price of the puppy or kitten.

If you have any questions, please contact my office at 266-853 1. We have also included our research for your convenience.

Thank you.

Office: P.O. Box 8952 • State Capitol • Madison, WI 53708-8952 • (608) 266-8531
Home: S6896 Seeley Creek Road • Loganville, WI 53943 • (608) 727-5084

Puppy Lemon Law States

Puppy Lemon Laws have become more and more common as mall pet stores become more common. As dog lovers are thrilled to see more people enjoying the companionship of dogs, the demand has created an industry that has more than its share of problems. Puppy Lemon Laws are an effort to address some of these problems.

These are the Laws of which the AKC is aware. All of them give dog purchasers the right to return a sick or dead puppy for a refund or replacement. Most also give consumers the option of retaining the puppy, having it treated and getting some level of reimbursement for veterinary expenses from the seller.

Pennsylvania Law (effective August 26, 1997)

The PA Federation of Dogs Clubs has been working for more than 6 years to get this proposal enacted, but has met stiff opposition from organized commercial kennels. Many compromises have had to been made including the length of time in which problems can be found and the fact that the proposal will only apply to licensed kennels. Obviously this allows uneducated backyard breeders off the hook despite their contributions to the problem of ill-bred puppies.

Pros: brings accountability to a state with far more than its share of commercial kennels (i.e. puppy mills).

Cons: time limit to find hereditary or congenital problems too short, made necessary by political power of commercial kennels.

- Applies to: licensed kennels (anyone handling more than 26 dogs in a year is required to be licensed).
- Contagious or Infectious Disease: 10 days
- Congenital or Hereditary Defects: 30 days
- Failure to Produced Advertised Registration Papers: within 120 days or refund 50% of . purchase price
- Replacement: yes
- Refund: yes, excluding sales tax
- Reimbursement of Veterinary Expenses to Treat Dog: yes, up to the purchase price of the dog excluding sales tax

Minnesota Law

This Law should apply to anyone who sells a puppy, but many backyard breeders selling dogs through the classifieds are unaware of their responsibilities. Minnesota pure-bred dog clubs are trying to educate the public of their rights and obligations under this Law. It is interesting to note that this Law pertains to cats also.

Pros: applies to all sellers of puppies, including back yard breeders.

Cons: back yard breeders are unaware of their obligations and do not make buyers aware of their rights.

- Applies to: pet dealers (any person, firm, etc., including breeders, that is required to collect state sales tax for the sale of animals to the public).
- Contagious or Infectious Disease: 10 days
- Congenital or Hereditary Defects: 1 year
- Failure to Produced Advertised Registration Papers: within 90 days, otherwise keep the animal and receive a refund 50% of purchase price, or return the animal for a full refund.
- Replacement: yes
- Refund: yes
- Reimbursement of Veterinary Expenses to Treat Dog: yes, up to the purchase price of the animal

Arkansas Law

This Law also applies to both cats and dogs, and stipulates registration of pet stores. Kennels are defined in a way that includes most hobby breeders therefore the law does not apply to them.

Pros: targeted at commercial establishments, so it does not effect hobby breeders

Cons: not all hobby breeders deserve to be unaffected.

- Applies to: retail pet stores (any room or group of rooms, run, cage, compartment, exhibition pen, or tether; excludes kennels).
- Contagious or Infectious Disease: 10 days
- Congenital or Hereditary Defects: 10 days
- Failure to Produced Advertised Registration Papers: no
- Replacement: no
- Refund: no
- Reimbursement of Veterinary Expenses to Treat Dog: yes, up to the purchase price of the dog

Florida Law

This Law applies to both cats and dogs, and it stipulates vaccinations and examinations for animals prior to sale. The definition of a pet dealer in this Law is explicitly written so as to include active hobby breeders. One important thing to note is the provisions for replacement and refund. Consider the scenario where a puppy is purchased for $150 and has its hips evaluated within 1 year. The x-rays could run up to $150. If they turn up definite hip dysplasia, the seller may have to provide either a refund or replacement, plus cover the $150 for the x-rays.

Pros: longer period for finding congenital and hereditary defects.

Cons: obligation to pay for diagnostic testing may double sellers liability.

- Applies to: pet dealer (any one who sells more than 2 litters or 20 dogs per year, whichever is greater).

- Contagious or Infectious Disease: 14 days
- Congenital or Hereditary Defects: 1 year
- Failure to Produced Advertised Registration Papers: no
- Replacement: yes, plus reimbursement for veterinary expenses related to certifying the dogs illness up to the price of the dog.
- Refund: yes, plus reimbursement for veterinary expenses related to certifying the dogs illness up to the price of the dog.
- Reimbursement of Veterinary Expenses to Treat Dog: yes, up to the purchase price of the dog

Connecticut Law

This Law is very short and concise. The entire Act is on one sheet of paper. Unfortunately, this leaves some things open to interpretation, but it appears that this Law will not apply to most hobby breeders. As you can see by the following summary, this Law is not as far reaching as some of the others.

Pros: very concise and easy to understand; targeted at commercial stores.

Cons: does not allow for reimbursement if you want to keep the effected pet.

- Applies to: pet shop licensee.
- Contagious or Infectious Disease: 15 days
- Congenital or Hereditary Defects: 15 days
- Failure to Produced Advertised Registration Papers: no
- Replacement: yes
- Refund: yes
- Reimbursement of Veterinary Expenses to Treat Dog: no

California Law

This Law is the most hard on sellers of unhealthy dogs, but hobby breeders do not fall under its provisions except for the extremely active ones. As with the Florida Law, it is important to note that costs of testing to certify a dog unhealthy could double what a seller is obligated to refund to the purchaser. It is also important to note that this Law obligates the seller to cover 1½ times the purchase price of the dog in veterinary expenses should the purchaser elect to have the dog treated.

Pros: long period in which to find congenital or hereditary conditions

Cons: obligation to cover veterinary expenses above the purchase price of the dog may be considered punitive.

- Applies to: any one who sells more than 50 dogs per year.
- Contagious or Infectious Disease: 15 days
- Congenital or Hereditary Defects: 1 year
- Failure to Produced Advertised Registration Papers: yes, within 120 days, otherwise return dog for full refund or receive refund of 75% of purchase price if you keep the dog.
- Replacement: yes, plus reimbursement for veterinary expenses related to certifying the

dogs illness up to the price of the dog including sales tax.
- Refund: yes, plus reimbursement for veterinary expenses related to certifying the dogs illness up to the price of the dog including sales tax.
- Reimbursement of Veterinary Expenses to Treat Dog: yes, up to 150% of the purchase price of the dog plus sales tax.

Massachusetts Law

This Law is actually entitled "Operation and Licensing of Pet Shops" so it does not apply to most hobby breeders. It does have provisions similar to the Puppy Lemon Laws of the other states, so it is included here.

Pros: does not effect most hobby breeders

Cons: does not effect back yard breeders, time period to find congenital problems too short.

- Applies to: pet shop licensee.
- Contagious or Infectious Disease: 14 days
- Congenital or Hereditary Defects: 14 days
- Failure to Produced Advertised Registration Papers: no
- Replacement: yes
- Refund: yes
- Reimbursement of Veterinary Expenses to Treat Dog: no

New Jersey Law

Most hobby breeders do not regard their activities as "for profit", but in the eyes of the law, they probably are. The only ones exempt by this definition would probably be SPCAs and Humane Societies.

Pros: reasonable period for finding congenital problems; very inclusive.

Cons: covering veterinary expenses for diagnostic tests might double to obligation for the seller.

- Applies to: pet dealer (any person engaged in the sale of animals for profit to the public).
- Contagious or Infectious Disease: 14 days
- Congenital or Hereditary Defects: 6 months
- Failure to Produced Advertised Registration Papers: yes within 120 days otherwise receive full refund or keep the dog and receive a refund of 75% of the purchase price.
- Replacement: yes plus the cost of veterinary fees to certify the dog as unfit for purchase.
- Refund: yes plus the cost of veterinary fees to certify the dog as unfit for purchase.
- Reimbursement of Veterinary Expenses to Treat Dog: yes, up to the purchase price of the dog.

New York Law

Since the number of pet sales necessary to fall within the definition of a "pet dealer" is fairly low, a lot of hobby breeders in N.Y. will have to know this Law. This Law does apply to both cats and dogs.

Pros: effects only very active hobby breeders

Cons: covering veterinary expenses for diagnostic tests might double the obligation for the seller.

- Applies to: pet dealer (any one who engages in the sale of more than 9 animals per year).
- Contagious or Infectious Disease: 14 days
- Congenital or Hereditary Defects: 14 days
- Failure to Produced Advertised Registration Papers: no
- Replacement: yes plus the cost of veterinary fees to certify the dog as unfit for purchase up to the purchase price of the dog.
- Refund: yes plus the cost of veterinary fees to certify the dog as unfit for purchase up to the purchase price of the dog,
- Reimbursement of Veterinary Expenses to Treat Dog: yes, up to the purchase price of the dog.

South Carolina Law

The definition of a breeder here seems to eliminate backyard breeders, but active hobby breedersmay be considered “for profit” in the eyes of the Law.

Pros: reasonable period for finding congenital defects.

Cons: obscure definition for “pet breeder”, unclear to whom it applies.

- Applies to: pet dealer, shop or breeder (does not include a person who owns an animal which is occasionally bred or produces a litter from which animals are sold).
- Contagious or Infectious Disease: 14 days
- Congenital or Hereditary Defects: 6 months
- Failure to Produced Advertised Registration Papers: no
- Replacement: yes plus the cost of veterinary fees to certify the dog as unfit for purchase up to 50% of the purchase price.
- Refund: yes plus the cost of veterinary fees to certify the dog as unfit for purchase up to 50% of the purchase price.
- Reimbursement of Veterinary Expenses to Treat Dog: yes, up to 50% of the purchase price of the dog.

Virginia Law

The Law is unclear to whom this Law applies. Effectively, it is being applied to anyone who sells a puppy. Several breeders in Virginia were unaware of the Law or were not sure if it applied to them. It is important to note that the Virginia Law only applies to dogs that are registered or are capable of being registered with any animal registry organization.

Pros: does not appear to apply to hobby breeders.

Cons: short period in which to find congenital or hereditary defects.

- Applies to: pet dealer
- Contagious or Infectious Disease: 10 days
- Congenital or Hereditary Defects: 10 days
- Failure to Produced Advertised Registration Papers: yes within 120 days otherwise receive full refund or keep the dog and receive a' refund of 50% of the purchase price.
- Replacement: yes
- Refund: yes
- Reimbursement of Veterinary Expenses to Treat Dog: yes, up to 50% of the purchase price of the dog (beyond certifying the dog unfit for sale, no veterinary receipts for treatment required).

Vermont Law

This Law also contains the provisions that require the seller to cover the costs of testing for defects. If a defect is found, the seller may be liable for double the purchase price of the dog.

Pros: reasonable period in which to find congenital or hereditary defects.

Cons: applies to everyone except backyard breeders.

- Applies to: pet dealer (any one who engages in the sale of more than 1 litter or 2 animals over six months of age per year).
- Contagious or Infectious Disease: 7 days
- Congenital or Hereditary Defects: 1 year
- Failure to Produced Advertised Registration Papers: no
- Replacement: yes plus the cost of veterinary fees to certify the dog as unfit for purchase up to the purchase price of the dog.
- Refund: yes plus the cost of veterinary fees to certify the dog as unfit for purchase up to the purchase price of the dog.
- Reimbursement of Veterinary Expenses to Treat Dog: yes, up to the purchase price of the dog.

from Wudaface

State of Wisconsin
1999 - 2000 LEGISLATURE

LRB–3757/1 RMR
MGG:...
WL:j

D-Note

Thurs

PRELIMINARY DRAFT – NOT READY FOR INTRODUCTION

or has sold puppies or kittens, or both, from more than 2 two litters ~~during the~~ during the previous year,

Gen Cat

1 AN ACT ...; **relating to:** the sale of puppies and kittens.

Analysis by the Legislative Reference Bureau

This bill imposes certain requirements on persons who sell puppies and kittens that are less than 6 six months old. A seller is subject to these requirements if the seller has sold more than 20 puppies and or kittens, or both, ~~during the preceding year.~~ Under the bill, the seller must disclose in writing to the purchaser at the time of sale a medical history of the animal and the types of inoculations that it has received. The regulated seller must also disclose whether the nature of any congenital or hereditary defect that the animal has.

The bill provides certain options to a purchaser if the puppy or kitten suffers or dies from an contagious or infectious disease or if the puppy or kitten suffers or dies from a congenital or hereditary defect that the seller did not disclose. In order to be eligible to chose one of these options, the purchaser must obtain written verification of the disease or defect from a veterinarian. The purchaser must also deliver the documentation to the seller within 14 days after the sale if the health problem is an contagious or infectious disease and within 180 days if the health problem is an undisclosed congenital or hereditary defect.

The purchaser who obtains the necessary verification from a veterinarian and who delivers it to the seller within the applicable time limit may either keep the animal and be reimbursed by the seller for the veterinary cost of treatment, exchange the animal for another provided by the seller, or return the animal and be reimbursed by the seller for the purchase price. In each instance, the seller must also reimburse the purchaser for the veterinary costs for verifying the disease or defect. However,

under the bill, the total amount that a seller must reimburse the purchaser is an amount equal to twice the purchase price of the animal.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 134.54 of the statutes is created to read:

134.54 Sale of puppies and kittens. (1) DEFINITIONS. In this section:

(a) "Kitten" means a cat under the age of 6 months.

(b) "Puppy" means a dog under the age of 6 months.

(c) "Purchase price" includes any sales tax paid at the time of purchase.

(d) "Seller" means a person who has sold, or offered for sale either of the following:

1. More than 20 puppies or kittens, or a combination thereof, during the year preceding the date of the sale.

2. Puppies or kittens, or a combination thereof, from more than 2 litters during the year preceding the date of the sale.

(e) 'Veterinarian" means a person who is licensed as a veterinarian in this or another state.

(2) **DISCLOSURES; ACCEPTANCE.** A seller shall deliver to each purchaser of a puppy or kitten at the time of sale written documentation disclosing all of the following:

(a) The medical history of the puppy or kitten and any inoculations the puppy or kitten has received.

(b) A Statement as to whether the puppy or kitten has any congenital or hereditary defect, and if so, the nature of the congenital or hereditary defect.

(3) **IDENTIFICATION OF HEALTH PROBLEMS.** (a) A purchaser of a puppy or kitten from a seller may elect a remedy under sub. (4) if the purchaser does all of the following:

1. Has a veterinarian determine that the puppy or kitten died or suffers from a contagious or infectious disease and has the veterinarian prepare a written statement attesting to that determination.

2. Provides the written statement prepared under subd. 1. to the seller within 14 days after the date of purchase of the puppy or kitten.

(b) Except as provided in sub. (2) (b), a purchaser of a puppy or kitten from a seller may elect a remedy under sub. (4) if the purchaser does all of the following:

1. Has a veterinarian determine that the puppy or kitten died or suffers from a congenital or hereditary defect that was not disclosed under sub. (2) and has the veterinarian prepared a written statement attesting to that determination.

2. Provides the written statement prepared under subd. 1. to the seller within 180 days after the date of purchase of the puppy or kitten.

(4) **REMEDIES.** (a) A purchaser to whom sub. (3) (a) or (b) applies may elect one of the following remedies:

1. If the purchaser decides to keep the puppy or kitten, the seller shall reimburse the purchaser an amount equal to the fees incurred in having a veterinarian determine that the puppy or kitten had the disease or defect and having a veterinarian treat the disease or defect.

2. If the purchaser decides to return the puppy or kitten, the seller shall reimburse the purchaser an amount equal to the sum of the purchase price and the fees incurred in having a veterinarian determine that the puppy had the disease or defect.

3. If the purchaser decides to exchange the puppy or kitten for another puppy or kitten offered by the seller, the seller shall reimburse the purchaser an amount equal to the fees incurred in having a veterinarian determine that the puppy or kitten had the disease or defect.

(b) The amount reimbursed by the seller under par. (a) may not exceed an amount equal to twice the purchase price.

SECTION 2. Effective date.

(1) This act takes effect on the first day of the seventh month beginning after publication.

to allow the public to become aware of these new requirements

(END)

D-N

¶ I thought a delayed effective date was appropriate. Let me know if you want to take it out or change the time frame.

MGG

DRAFTER'S NOTE
FROM THE
LEGISLATIVE REFERENCE BUREAU

LRB–3757/1dn
MGG:wlj:km

February 7, 2000

I thought a delayed effective date was appropriate to allow the public to become aware of these new requirements. Let me know if you want to take it out or change the time frame.

Mary Gibson-Glass
Senior Legislative Attorney
Phone: (608) 267-3215

Sheryl Albers

To: Attorney Mary Gibson-Glass, LRB-Drafting
From: Attorney Scott Harold Southworth, Research Assistant

Date: February 9, 2000
Subject: Puppy Lemon Law

-3757

Mary:

1) Would you consider changing the last line of your analysis slightly by replacing the word "total" with the word "maximum?" The bill language is fine; however, I'm concerned that "total" sounds like the seller must pay that amount, notwithstanding the actual veterinary costs. We don't send out the actual language of the bill in our cosponsorship memos. Since the legislators only see the analysis, I don't want anyone to get confused.

2) Please add the following to (4) (a) 2 and (4) (a) 3:

Language which would allow for recovery of veterinary costs for treatment of the animal after diagnosis but before the return of the animal. See the italicized language below for suggested language for use in (4) (a) 2:

> "If the purchaser decides to return the puppy or kitten, the seller shall reimburse the purchaser an amount equal to the sum of the purchase price, the fees incurred in having a veterinarian determine that the puppy or kitten had the disease or defect *and the fees related to medically necessary treatment of the disease or defect before the purchaser can reasonably return the puppy or kitten to the seller."*

Similar language could be utilized for (4) (a) 3.

Thanks for your help, Mary!

Office: P.O. Box 8952 . State Capitol . Madison, WI 53708-8952 . (608) 266-8531
Home: S6896 Seeley Creek Road . Loganville, WI 53943 . (606) 727-5084

RMR

State of Wisconsin
1999 - 2000 LEGISLATURE

LRB–3757/1 2
MGG:wlj:km

soon

1999 BILL

Regen Cat

1 AN ACT ~~to create~~ 134.54 of the statutes; **relating to:** the sale of puppies and
2 kittens.

Analysis by the Legislative Reference Bureau

This bill imposes certain requirements on persons who sell puppies and kittens that are less than six months old. A seller is subject to these requirements if, during the previous year, the seller has sold more than 20 puppies or kittens, or both, or has sold puppies or kittens, or both, from more than two litters. Under the bill, the seller must disclose in writing to the purchaser at the time of sale a medical history of the animal and the types of inoculations that it has received. The regulated seller must also disclose the nature of any congenital or hereditary defect that the animal has.

The bill provides certain options to a purchaser if the puppy or kitten suffers or dies from a contagious or infectious disease or if the puppy or kitten suffers or dies from a congenital or hereditary defect that the seller did not disclose. In order to be eligible to chose one of these options, the purchaser must obtain written verification of the disease or defect from a veterinarian. The purchaser must also deliver the documentation to the seller within 14 days after the sale if the health problem is a contagious or infectious disease and within 180 days if the health problem is an undisclosed congenital or hereditary defect.

The purchaser who obtains the necessary verification from a veterinarian and who delivers it to the seller within the applicable time limit may either keep the animal and be reimbursed by the seller for the veterinary cost of treatment, exchange the animal for another provided by the seller, or return the animal and be reimbursed by the seller for the purchase price. In each instance, the seller must also reimburse

and certain other costs for medical treatment

maximum

the purchaser for the veterinary costs for verifying the disease or defect. However, under the bill, the ~~total~~ amount that a seller must reimburse a purchaser is an amount equal to twice the purchase price of the animal.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 134.54 of the statutes is created to read:

134.54 **Sale of puppies and kittens. (1) DEFINITIONS.** In this section:

(a) "Kitten" means a cat under the age of 6 months.

(b) "Puppy" means a dog under the age of 6 months.

(c) "Purchase price" includes any sales tax paid at the time of purchase.

(d) "Seller" means a person who has sold, or offered for sale, either of the following:

1. More than 20 puppies or kittens, or a combination thereof, during the year preceding the date of the sale.

2. Puppies or kittens, or a combination thereof, from more than 2 litters during the year preceding the date of the sale.

(e) "Veterinarian" means a person who is licensed as a veterinarian in this or another state.

(2) **DISCLOSURES; ACCEPTANCE.** A seller shall deliver to each purchaser of a puppy or kitten at the time of sale written documentation disclosing all of the following:

(a) The medical history of the puppy or kitten and any inoculations the puppy or kitten has received.

(b) A statement as to whether the puppy or kitten has any congenital or hereditary defect, and if so, the nature of the congenital or hereditary defect.

(3) IDENTIFICATION OF HEALTH PROBLEMS. (a) A purchaser of a puppy or kitten from a seller may elect a remedy under sub. (4) if the purchaser does all of the following:

1. Has a veterinarian determine that the puppy or kitten died or suffers from a contagious or infectious disease and has the veterinarian prepare a written statement attesting to that determination.

2. Provides the written statement prepared under subd. 1. to the seller within 14 days after the date of purchase of the puppy or kitten.

(b) ~~Except as provided in sub. (2) (b),~~ a purchaser of a puppy or kitten from a seller may elect a remedy under sub. (4) if the purchaser does all of the following:

1. Has a veterinarian determine that the puppy or kitten died or suffers from a congenital or hereditary defect that was not disclosed under sub. (2) and has the veterinarian prepare a written statement attesting to that determination.

2. Provides the written statement prepared under subd. 1. to the seller within 180 days after the date of purchase of the puppy or kitten.

(4) REMEDIES. (a) A purchaser to whom sub. (3) (a) or (b) applies may elect one of the following remedies:

1. If the purchaser decides to keep the puppy or kitten, the seller shall reimburse the purchaser an amount equal to the sum of the fees incurred in having a veterinarian determine that the puppy or kitten had the disease or defect and ~~having~~ in providing ~~a veterinarian treat the disease or defect~~ medically necessary treatment of the disease or defect.

2. If the purchaser decides to return the puppy or kitten, the seller shall reimburse the purchaser an amount equal to the sum of the pu~~rchase price and~~ the fees incurred in having a veterinarian determine that the puppy (or kitten) had the disease or defect and any fees incurred in providing medically necessary treatment of the disease or defect before the purchaser can reasonably return the puppy or kitten.

3. If the purchaser decides to exchange the puppy or kitten for another puppy or kitten offered by the seller, the seller shall reimburse the purchaser an amount equal to the sum of the fees incurred in having a veterinarian determine that the puppy or kitten had the disease or defect.

(b) The amount reimbursed by the seller under par. (a) may not exceed an amount equal to twice the purchase price.

SECTION 2. Effective date.

(1) This act takes effect on the first day of the seventh month beginning after publication.

(END)

any the fees incurred and in providing a medically necessary treatment of the disease or defect before the purchaser can reasonably exchange the puppy or kitten

SUBMITTAL FORM

LEGISLATIVE REFERENCE BUREAU
Legal Section Telephone: 266-3561
5th Floor, 100 N. Hamilton Street

The attached draft is submitted for your inspection. Please check each part carefully, proofread each word, and **sign** on the appropriate line(s) below.

Date: 02/10/2000

To: Representative Albers

Relating to LRB drafting number: LRB-3757 /2

Topic
Regulation of sale of puppies and kittens

Subject(s)
Trade Regulation

1. **JACKET** the draft for introduction SA 25 Feb 00

   in the Senate or the Assembly X (check only one). Only the requester under whose name the drafting request is entered in the **LRB's** drafting records may authorize the draft to be submitted. Please allow one day for the preparation of the required copies.

2. **REDRAFT.** See the changes indicated or attached _____

   A revised draft will be submitted for your approval with changes incorporated.

3. Obtain **FISCAL ESTIMATE NOW,** prior to introduction _____

   If the analysis indicates that a fiscal estimate is required because the proposal makes an appropriation or increases or decreases existing appropriations or state or general local government fiscal liability or revenues, you have the option to request the fiscal estimate prior to introduction. If you choose to introduce the proposal without the fiscal estimate, the fiscal estimate will be requested automatically upon introduction. It takes about 10 days to obtain a fiscal estimate. Requesting the fiscal estimate prior to introduction retains your flexibility for possible redrafting of the proposal.

If you have any questions regarding the above procedures, please call 266-356 1. If you have any questions relating to the attached draft, please feel free to call me.

Mary Gibson-Glass, Senior Legislative Attorney
Telephone: (608) 267-32 15