

1 AN ACT in relation to business transactions.

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

4 Section 1. Short title. This Act may be cited as the  
5 Retail Sale of Dogs and Cats Act.

6 Section 5. Definitions. As used in this Act:

7 "Animal" means a dog or cat.

8 "Cat" means any live or dead cat (*Felis catus*) or any  
9 cat-hybrid cross.

10 "Dog" means any live or dead dog (*Canis familiaris*) or  
11 any dog-hybrid cross.

12 "Person" means any individual, corporation, partnership,  
13 association, municipality, or other legal entity.

14 "Clinically ill" means having an illness that is apparent  
15 to a veterinarian based on observation, examination, or  
16 testing of an animal, or upon review of the medical records  
17 relating to an animal.

18 "Department" means the Department of Agriculture.

19 "Pet dealer" means any person, pet-shop operator, dog  
20 dealer, kennel operator, or cattery operator as defined in  
21 Section 2 of the Animal Welfare Act. For the purposes of  
22 this Act, "pet dealer" includes breeders who sell animals,  
23 except that a breeder who sells directly to the consumer  
24 fewer than 25 animals per year that are born and raised on  
25 the breeder's residential premises shall not be considered a  
26 pet dealer as a result of the sale of those animals. The term  
27 does not include duly incorporated humane societies dedicated  
28 to the care of unwanted animals that make those animals  
29 available for adoption, whether or not a fee is charged for  
30 the adoption.

31 "Nonelective surgical procedure" means, with respect to

1 an animal, a surgical procedure that is necessary to preserve  
2 or restore the health of an animal to prevent the animal from  
3 experiencing pain or discomfort, or to correct a condition  
4 that would interfere with an animal's ability to walk, run,  
5 jump, or otherwise function in a normal manner.

6 "Purchaser" means a person who purchases an animal from a  
7 pet dealer without the intent to resell the animal.

8 Section 10. Transportation; common carrier. A pet  
9 dealer receiving an animal from a common carrier must  
10 transport the animal, or have the animal transported, from  
11 the carrier's premises within 4 hours after receipt of  
12 telephone notification by the carrier of the completion of  
13 shipment and arrival of the animal at the carrier's point of  
14 destination.

15 Section 15. Examination for sickness. Before being  
16 placed with other animals, an animal received by a pet dealer  
17 must be examined for sickness by a licensed veterinarian and  
18 tested for brucellosis. An animal found to be afflicted with  
19 a contagious disease must be kept caged separately from  
20 healthy animals and receive veterinary treatment. All animals  
21 must be inoculated as required by State or local law.  
22 Veterinary care appropriate to the species must be provided  
23 without undue delay when necessary. Each animal must be  
24 observed each day by the pet dealer or by a person working  
25 under the pet dealer's supervision.

26 Section 20. Written statement by pet dealer.

27 (a) A pet dealer must deliver to the purchaser of an  
28 animal at the time of sale a written statement in a  
29 standardized form prescribed by the Department containing the  
30 information prescribed in this Section.

31 (b) For a cat, the statement must contain the following

1 information:

2 (1) The breeder's and broker's names and addresses,  
3 if known, or, if not known, the source of the cat. If  
4 the person from whom the cat was obtained is a dealer  
5 licensed by the United States Department of Agriculture,  
6 the statement must include the person's name, address,  
7 and federal dealer identification number.

8 (2) The date of the cat's birth (unless the date is  
9 unknown because of the source of the cat) and the date  
10 and location where the dealer received the cat.

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

15 (4) A record of any known disease or sickness with  
16 which the cat is afflicted at the time of sale.

17 (5) A record of any veterinary treatment or  
18 medication received by the cat while in the possession of  
19 the pet dealer, and either of the following:

20 (A) A statement, signed by the pet dealer at  
21 the time of sale, that (i) the cat has no known  
22 disease or illness and (ii) the cat has no known  
23 congenital or hereditary condition that adversely  
24 affects the health of the cat at the time of sale or  
25 that is likely to adversely affect the health of the  
26 cat in the future.

27 (B) A record of any known congenital or  
28 hereditary condition, disease, or illness that  
29 adversely affects the health of the cat at the time  
30 of sale, along with a statement signed by a licensed  
31 veterinarian that authorizes the sale of the cat,  
32 recommends necessary treatment, if any, and verifies  
33 that the condition, disease, or illness does not  
34 require hospitalization or nonelective surgical

1           procedures and is not likely to require  
2           hospitalization or nonelective surgical procedures  
3           in the future. A veterinarian's statement is not  
4           required for intestinal or external parasites unless  
5           their presence makes the cat clinically ill or is  
6           likely to make the cat clinically ill. The  
7           statement shall be valid for 7 business days  
8           following examination of the cat by the  
9           veterinarian.

10           (c) For a dog, the statement must contain the following  
11           information:

12                   (1) The breeder's and broker's names and addresses  
13                   if known, or, if not known, the source of the dog. If  
14                   the person from whom the dog was obtained is a dealer  
15                   licensed by the United States Department of Agriculture,  
16                   the statement shall include the person's name, address,  
17                   and federal dealer identification number.

18                   (2) The date of the dog's birth and the date and  
19                   location where the dealer received the dog. If the dog is  
20                   not advertised or sold as purebred, registered, or  
21                   registrable, the date of birth may be approximated if not  
22                   known by the dealer.

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

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

32                   (5) A record of the immunization and worming  
33                   treatments, if any, administered to the dog as of the  
34                   time of sale, including the dates of administration and

1 the type of vaccine or worming treatment.

2 (6) A record of any known disease or sickness with  
3 which the dog is afflicted at the time of sale.

4 (7) A record of any veterinary treatment or  
5 medication received by the dog while in possession of the  
6 pet dealer or breeder and either of the following:

7 (A) A statement, signed by the pet dealer at  
8 the time of sale, that (i) the dog has no known  
9 disease or illness and (ii) the dog has no known  
10 congenital or hereditary condition that adversely  
11 affects the health of the dog at the time of sale or  
12 that is likely to adversely affect the health of the  
13 dog in the future.

14 (B) A record of any known congenital or  
15 hereditary condition, disease, or illness that  
16 adversely affects the health of the dog at the time  
17 of sale or is likely to adversely affect the health  
18 of the dog in the future, along with a statement  
19 signed by a licensed veterinarian that authorizes  
20 the sale of the dog, recommends necessary treatment,  
21 if any, and verifies that the condition, disease, or  
22 illness does not require hospitalization or  
23 nonelective surgical procedures and is not likely to  
24 require hospitalization or nonelective surgical  
25 procedures in the future. A veterinarian's statement  
26 is not required for intestinal or external parasites  
27 unless their presence makes the dog clinically ill  
28 or is likely to make the dog clinically ill. The  
29 statement shall be valid for 7 business days  
30 following examination of the dog by the veterinarian

31 (d) The pet dealer must also orally disclose to the  
32 purchaser all medical information required to be disclosed in  
33 the written statement under subdivision (b)(5) or (c)(7).

34 (e) A written statement under subsection (b) or (c) must

1 be signed by both the pet dealer, certifying the accuracy of  
2 the statement, and the purchaser of the animal, acknowledging  
3 receipt of the statement.

4 (f) A pet dealer is responsible for disclosure of a  
5 disease, illness, or congenital or hereditary condition that  
6 adversely affects the health of an animal at the time of sale  
7 or is likely to adversely affect the health of the animal in  
8 the future if the disease, illness, or condition is apparent  
9 at the time of sale or should have been known by the pet  
10 dealer from the history of veterinary treatment disclosed  
11 under this Section.

12 Section 25. Pet dealer's records. A pet dealer must  
13 maintain a written record on the health and disposition of an  
14 animal for a period of not less than one year after  
15 disposition of the animal. The record must also contain all  
16 of the information required to be disclosed under this Act.  
17 The record must be available for inspection during normal  
18 business hours to Department investigators and approved  
19 humane investigators (as those terms are defined in the  
20 Humane Care for Animals Act), administrators, deputy  
21 administrators, and animal control wardens (as those terms  
22 are defined in the Animal Control Act), authorized Department  
23 employees, and law enforcement officers. On or before  
24 January 10 of each year, every pet dealer must report to the  
25 Department the numbers of dogs and cats sold by the dealer,  
26 and each animal's origin and disposition.

27 Section 30. Violation, penalty. Except as otherwise  
28 specified in this Act, a person violating any provision of  
29 this Act other than Section 35 is subject to a civil penalty  
30 of not more than \$1,000 per violation. An action to enforce  
31 collection of the penalty may be prosecuted in the name of  
32 the People of the State of Illinois by the State's Attorney

1 for the county where the violation is alleged to have  
2 occurred.

3 Section 35. Unlawful acts.

4 (a) It is unlawful for a pet dealer to fail to do any of  
5 the following:

6 (1) Maintain facilities where animals are kept in a  
7 sanitary condition.

8 (2) Provide animals with adequate nutrition and  
9 potable water.

10 (3) Provide adequate space appropriate to the age,  
11 size, weight, and breed of animal. "Adequate space"  
12 means sufficient space for the animal to stand up, sit  
13 down, and turn about freely using normal body movements  
14 without the head touching the top of the crate in which  
15 the animal is kept, and to lie in a natural position with  
16 legs outstretched.

17 (4) Provide animals housed on wire flooring with a  
18 rest board, floor mat, or similar device that can be  
19 maintained in a sanitary condition.

20 (5) Provide dogs with adequate socialization and  
21 exercise. "Socialization" means physical contact with  
22 other dogs or with human beings.

23 (6) Wash hands before and after handling each  
24 infectious or contagious animal.

25 (7) Provide cats with a litter box and scratching  
26 post.

27 (8) Maintain either of the following:

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

31 (B) A fire-suppression sprinkler system.

32 (9) Provide veterinary care without delay when  
33 necessary.

1 (b) A pet dealer may not possess an animal that is less  
2 than 8 weeks old.

3 Section 40. Ill or diseased animals; remedies.

4 (a) If (i) a veterinarian licensed in this State states  
5 in writing that, within 21 business days after the purchaser  
6 took physical possession of an animal sold to the purchaser  
7 by a pet dealer, the animal has become ill due to any illness  
8 that existed in the animal on or before delivery of the  
9 animal to the purchaser, or (ii) within one year after the  
10 purchaser took physical possession of an animal sold to the  
11 purchaser by a pet dealer, a veterinarian licensed in this  
12 State states in writing that the animal has a congenital or  
13 hereditary condition that adversely affects the health of the  
14 animal or that requires, or is likely in the future to  
15 require, hospitalization or nonelective surgical procedures,  
16 then the animal shall be considered unfit for sale, and the  
17 pet dealer must provide the purchaser with any one of the  
18 following remedies that the purchaser elects:

19 (1) The purchaser may return the animal to the pet  
20 dealer for a refund of the purchase price, including  
21 sales tax, paid by the purchaser, and also receive  
22 reimbursement for reasonable veterinary fees for the  
23 diagnosis and treatment of the animal in an amount not to  
24 exceed the original purchase price of the animal,  
25 including sales tax, paid by the purchaser.

26 (2) The purchaser may exchange the animal for an  
27 animal of the purchaser's choice of equivalent value if a  
28 replacement animal is available, and may also receive  
29 reimbursement for reasonable veterinary fees for  
30 diagnosis and treatment of the animal in an amount not to  
31 exceed the original purchase price of the animal,  
32 including sales tax, paid by the purchaser.

33 (3) The purchaser may retain the animal and receive



1 reimbursement for reasonable veterinary fees for  
2 diagnosis and treatment of the animal in an amount not to  
3 exceed 150% of the original purchase price of the animal,  
4 including sales tax, paid by the purchaser.

5 (b) If an animal purchased from a pet dealer has died,  
6 regardless of the date of the death of the animal, the  
7 purchaser may obtain a refund for the purchase price of the  
8 animal, including sales tax, paid by the purchaser or a  
9 replacement animal of equivalent value of the purchaser's  
10 choice, and may receive reimbursement for reasonable  
11 veterinary fees for diagnosis and treatment of the animal in  
12 an amount not to exceed the original purchase price of the  
13 animal, including sales tax, paid by the purchaser if either  
14 of the following conditions exist:

15 (1) A veterinarian licensed in this State states in  
16 writing that the animal has died due to an illness or  
17 disease that existed or in all likelihood existed within  
18 21 business days after the purchaser obtained physical  
19 possession of the animal from the pet dealer.

20 (2) A veterinarian licensed in this State states in  
21 writing that the animal has died due to a congenital or  
22 hereditary condition that was diagnosed by the  
23 veterinarian within one year after the purchaser obtained  
24 physical possession of the animal from the pet dealer.

25 (c) A finding by a veterinarian of intestinal or  
26 external parasites is not grounds for declaring an animal  
27 unfit for sale unless their presence makes the animal  
28 clinically ill or is likely to make the animal clinically  
29 ill.

30 (d) The value of veterinary services shall be deemed  
31 reasonable if the services rendered are appropriate for the  
32 diagnosis and treatment of illness or a congenital or  
33 hereditary condition by the veterinarian and the value of  
34 similar services is comparable to the value of similar

1 services rendered by other licensed veterinarians in the same  
2 geographical area.

3 Section 45. Presumption. There shall be a rebuttable  
4 presumption that an illness existed at the time of sale of an  
5 animal if the animal dies within 21 business days after  
6 delivery to the purchaser.

7 Section 50. Purchaser's entitlement to remedies. To be  
8 entitled to a remedy under Section 40, a purchaser must  
9 substantially comply with all of the following requirements:

10 (1) The purchaser must notify the pet dealer as  
11 soon as possible, but not more than 14 business days  
12 after the diagnosis by a veterinarian licensed in this  
13 State, of a medical or health problem of an animal  
14 purchased from the pet dealer, including a congenital or  
15 hereditary condition, and of the name and telephone  
16 number of the veterinarian providing the diagnosis.

17 (2) The purchaser must provide the pet dealer, in  
18 the event of the animal's death, with a written statement  
19 from a veterinarian licensed in this State stating that  
20 the animal died from an illness that existed on or before  
21 the delivery of the animal to the purchaser. The  
22 presentation of the statement is sufficient proof to  
23 claim reimbursement or replacement, and the return of the  
24 deceased animal to the pet dealer is not required.

25 Section 55. Exceptions to remedies. Notwithstanding  
26 Section 40, no refund of the purchase price of an animal,  
27 replacement of an animal, or reimbursement of veterinary fees  
28 shall be made if any of the following conditions exist:

29 (1) The animal's illness or death resulted from  
30 maltreatment or neglect or from an injury sustained or an  
31 illness contracted after the delivery of the animal to

1 the purchaser.

2 (2) The purchaser fails to carry out the  
3 recommended treatment prescribed by the examining  
4 veterinarian who made the initial diagnosis. This  
5 paragraph (2) does not apply, however, if the cost for  
6 the treatment, together with the veterinarian's fee for  
7 the diagnosis, would exceed the purchase price of the  
8 animal, including sales tax, paid by the purchaser.

9 (3) A veterinarian's statement was provided to the  
10 purchaser under Section 20 of this Act that disclosed the  
11 disease, illness, or condition for which the purchaser  
12 seeks to return the animal. This paragraph (3) does not  
13 apply, however, if, within one year after the purchaser  
14 took physical possession of the animal, a veterinarian  
15 licensed in this State states in writing that the  
16 disease, illness, or condition requires, or is likely in  
17 the future to require, hospitalization or nonelective  
18 surgical procedures or that the disease, illness, or  
19 condition resulted in the death of the animal.

20 (4) The purchaser refuses to return to the pet  
21 dealer all documents previously provided to the purchaser  
22 for the purpose of registering the animal. This  
23 paragraph (4) does not apply, however, if the purchaser  
24 signs a written statement certifying that the documents  
25 have been inadvertently lost or destroyed.

26 Section 60. Veterinarian's statement.

27 (a) The veterinarian's statement under Section 40 must  
28 contain the following information:

- 29 (1) The purchaser's name and address.
- 30 (2) The date or dates the animal was examined.
- 31 (3) The animal's breed, age, and microchip number  
32 if known.
- 33 (4) A statement that the veterinarian examined the

1 animal.

2 (5) A statement that the animal has or had an  
3 illness rendering it unfit for purchase or resulting in  
4 its death.

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

8 (b) If a refund for reasonable veterinary expenses is  
9 requested, the veterinarian's statement must be accompanied  
10 by an itemized bill of fees appropriate for the diagnosis and  
11 treatment of the illness or congenital or hereditary  
12 condition.

13 (c) Unless contested, refunds and payment of  
14 reimbursable expenses under Section 40 must be paid by the  
15 pet dealer to the purchaser no later than 14 business days  
16 following receipt of the veterinarian's statement required by  
17 Section 40 or, if applicable, no later than 14 business days  
18 after the animal is returned to the pet dealer.

19 Section 65. Contesting a demand for remedy.

20 (a) If a pet dealer wishes to contest a demand for any  
21 remedy under Section 40, the dealer may, except in the case  
22 of the death of the animal, require the purchaser to produce  
23 the animal for examination by a licensed veterinarian  
24 designated by the pet dealer. The pet dealer must pay the  
25 cost of this examination.

26 (b) If the purchaser and the pet dealer are unable to  
27 reach an agreement within 14 days following the pet dealer's  
28 receipt of the veterinarian's statement under Section 40, or  
29 within 14 days following receipt of the animal for  
30 examination by a veterinarian designated by the pet dealer,  
31 whichever is later, the purchaser may bring an action in the  
32 circuit court to resolve the dispute or the parties may  
33 submit to binding arbitration if mutually agreed upon by the

1 parties in writing.

2 (c) The prevailing party in the dispute is entitled to  
3 collect reasonable attorney's fees.

4 Section 70. Written notice of rights. A pet dealer who  
5 sells an animal must provide a written notice of rights to  
6 the purchaser at the time of sale and to a prospective  
7 purchaser upon request. The notice must be contained in a  
8 separate document. The notice must be in 10-point type. A  
9 copy of the notice must be signed by the purchaser  
10 acknowledging that he or she has reviewed the notice. The  
11 notice must be in the following form:

12 "NOTICE OF RIGHTS CONCERNING THE SALE OF CATS AND DOGS

13 The sale of cats and dogs is subject to Illinois  
14 consumer-protection laws. If an Illinois-licensed  
15 veterinarian states in writing that your cat or dog is unfit  
16 for purchase because it became ill due to an illness or  
17 disease that existed within 21 days following delivery to  
18 you, or within one year following delivery to you in the case  
19 of a congenital or hereditary condition, you may choose to do  
20 one of the following:

21 (1) You may return your cat or dog and receive a  
22 refund of the purchase price, plus sales tax, and receive  
23 reimbursement of reasonable veterinary fees up to the  
24 purchase price of the cat or dog, including sales tax.

25 (2) If a replacement cat or dog is available, you  
26 may return your cat or dog and receive a cat or dog of  
27 your choice of equivalent value and receive reimbursement  
28 for reasonable veterinary fees up to the purchase price  
29 of the cat or dog, including sales tax.

30 (3) You may keep your cat or dog and receive  
31 reimbursement for reasonable veterinary fees up to 150%  
32 of the original purchase price of the cat or dog,  
33 including sales tax.

1           You may receive a refund for the purchase price of the  
2   cat or dog, plus sales tax, or a replacement cat or dog of  
3   your choice of equivalent value, and reimbursement for  
4   reasonable veterinary fees for the diagnosis and treatment of  
5   the cat or dog, if your cat or dog dies and an  
6   Illinois-licensed veterinarian states in writing that (1) the  
7   cat or dog has died due to an illness or disease that existed  
8   within 21 business days after you obtained physical  
9   possession of the cat or dog from the pet dealer or (2) the  
10   cat or dog has died due to a congenital or hereditary  
11   condition that was diagnosed by the veterinarian within one  
12   year after you obtained physical possession of the cat or dog  
13   from the pet dealer. The reimbursement for reasonable  
14   veterinary fees may not exceed the purchase price of the cat  
15   or dog, including sale tax.

16           To exercise these rights, you must notify the pet dealer  
17   as quickly as possible but not later than 14 business days  
18   after learning from your veterinarian that a problem exists.  
19   You must tell the pet dealer about the problem and give the  
20   pet dealer the name and telephone number of the veterinarian  
21   providing the diagnosis.

22           If you are making a claim, you must also present to the  
23   pet dealer (i) a veterinarian's written statement, in a form  
24   prescribed by law, that the cat or dog is unfit for purchase  
25   and (ii) an itemized statement of all veterinary fees related  
26   to the claim. This information must be presented to the pet  
27   dealer no later than 5 days after you have received the  
28   written statement from the veterinarian.

29           If the pet dealer wishes to contest the statement or the  
30   veterinarian's bill, the pet dealer may request that you  
31   produce the cat or dog for examination by a licensed  
32   veterinarian of the pet dealer's choice. The pet dealer must  
33   pay the cost of this examination.

34           In the event of the death of the cat or dog, the deceased

1 cat or dog need not be returned to the pet dealer if you  
2 submit a statement issued by a licensed veterinarian stating  
3 the cause of death.

4 If you and the pet dealer cannot resolve the claim within  
5 14 business days following receipt of the veterinarian's  
6 statement or the examination by the pet dealer's  
7 veterinarian, whichever event occurs later, you may file an  
8 action in the circuit court to resolve the dispute. The  
9 prevailing party may collect reasonable attorney's fees. If  
10 the pet dealer does not contest the matter, the pet dealer  
11 must make the refund or reimbursement no later than 14 days  
12 after receiving the veterinarian's statement.

13 If the pet dealer has represented a dog as registrable  
14 with a pedigree organization, the pet dealer must provide you  
15 with the necessary papers to process the registration within  
16 120 days following the date you receive the dog. If the pet  
17 dealer fails to deliver the papers within the prescribed time  
18 frame, you are entitled to return the dog for a full refund  
19 of the purchase price, including sales tax, or a refund of  
20 75% of the purchase price, including sales tax, if you choose  
21 to keep the dog.

22 This notice contains a summary of key provisions of the  
23 consumer remedies available. Illinois law also provides  
24 safeguards to protect pet dealers from abuse. If you have  
25 any questions, obtain a copy of the complete relevant laws.

26 NOTE: This notice contains a summary of Illinois law.  
27 The law on which it is based is contained in the Retail Sale  
28 of Dogs and Cats Act."

29 The pet dealer must permit persons to review the written  
30 notice upon request.

31 Section 75. Other remedies; additional terms. Nothing  
32 in this Act in any way limits the rights or remedies that are  
33 otherwise available to a consumer under any other law, nor

1 does this Act in any way limit the pet dealer and the  
2 purchaser from agreeing between themselves upon additional  
3 terms and conditions that are not inconsistent with this Act.  
4 Any agreement or contract by a purchaser to waive any rights  
5 under this Act is null and void, however, and is  
6 unenforceable.

7 Section 80. Representations concerning pedigree; dogs.  
8 A pet dealer may not state, promise, or represent to a  
9 purchaser, directly or indirectly, that a dog is registered  
10 or capable of being registered with an animal pedigree  
11 registry organization unless the pet dealer provides the  
12 purchaser with the documents necessary for that registration  
13 within 120 days following the date of sale of the dog. If a  
14 pet dealer fails to provide the documents necessary for  
15 registration within 120 days following the date of sale in  
16 violation of this Section, the purchaser is entitled, upon  
17 written notice to the pet dealer, to (i) retain the dog and  
18 receive a partial refund of 75% of the purchase price,  
19 including sales tax, paid by the purchaser or (ii) return the  
20 dog for a full refund of the purchase price, including sales  
21 tax, paid by the purchaser.

22 Section 85. Diseased or ill animal; penalties.

23 (a) Except as provided in subdivision (c)(6) of Section  
24 20, a pet dealer may not knowingly sell an animal that is  
25 diseased, is ill, or has a condition requiring  
26 hospitalization or a surgical procedure. Instead of the  
27 civil penalties imposed under Section 30, a pet dealer who  
28 violates this Section is subject to a civil penalty of not  
29 less than \$500 but not more than \$1,000 for a first offense,  
30 and is also subject to a suspension of the dealer's license  
31 to sell animals so that the dealer is prohibited from selling  
32 animals for 60 days. For a second offense, the pet dealer is



1 subject to a civil penalty of not less than \$1,000 but not  
2 more than \$2,500 and a suspension of the dealer's license to  
3 sell animals so that the dealer is prohibited from selling  
4 animals for 6 months. For a third offense, the pet dealer is  
5 subject to a civil penalty of not less than \$2,500 but not  
6 more than \$5,000 and shall be prohibited from selling animals  
7 for 3 years. For a fourth offense, the pet dealer's license  
8 shall be automatically revoked for a period of 5 years. A  
9 pet dealer whose license has been revoked may not apply for a  
10 pet dealer license during the period of revocation.

11 (b) An action to enforce collection of the civil penalty  
12 and for a court order prohibiting the pet dealer from selling  
13 animals under this Section may be prosecuted in the name of  
14 the People of the State of Illinois by the State's Attorney  
15 for the county where the violation is alleged to have  
16 occurred.

17 (c) If a person knowingly sells an animal that is  
18 diseased, is ill, or has a condition requiring  
19 hospitalization or a surgical procedure, except as provided  
20 in subdivision (c)(6) of Section 20, the Department may  
21 revoke or refuse to issue or renew the person's pet dealer  
22 license.

23 Section 90. Examination of animal before sale;  
24 euthanasia.

25 (a) An animal may not be offered for sale by a pet  
26 dealer to a purchaser until the animal has been examined by a  
27 veterinarian licensed in this State. Each animal must be  
28 examined within 5 days after the pet dealer receives the animal  
29 and once every 15 days thereafter while the animal is in the  
30 possession or custody of the pet dealer. The pet dealer must  
31 provide a sick animal with proper veterinary care without  
32 delay.

33 (b) An animal diagnosed with a contagious or infectious

1 disease, illness, or condition must be crated separately from  
2 healthy animals until a licensed veterinarian determines that  
3 the animal is free from contagion or infection. The separate  
4 area in which the animal is crated must meet the following  
5 conditions:

6 (1) The area may not be used to house other healthy  
7 animals or new arrivals awaiting the required veterinary  
8 examination.

9 (2) The area may not be used for storing open food  
10 containers or bowls, dishes, or other utensils that come  
11 in contact with health animals.

12 (3) The area must have an exhaust fan that creates  
13 air movement from the isolation area to an area outside  
14 the premises of the pet dealer. The removal of exhaust  
15 air from the isolation area may be accomplished by the  
16 use of existing heating and air-conditioning ducts if no  
17 exhaust air is permitted to enter or mix with fresh air  
18 for use by the general animal population.

19 (4) Upon removal of all of the contagious or  
20 infectious animals, the area must be cleaned and  
21 disinfected before any healthy animal may be placed in  
22 the area.

23 (c) If the pet dealer's veterinarian deems the animal to  
24 be unfit for purchase due to a disease, illness, or  
25 congenital condition, any of which is fatal or causes, or is  
26 likely to cause, the animal to unduly suffer, the  
27 veterinarian shall humanely euthanize the animal. The  
28 veterinarian must provide the pet dealer with a written  
29 statement as to why the animal was euthanized. Otherwise,  
30 the pet dealer must have a veterinarian treat the animal or  
31 may surrender the animal to a humane organization that  
32 consents to receive the animal.

33 (d) If an animal is returned to a pet dealer due to  
34 illness, disease, or a congenital or hereditary condition

1 requiring veterinary care, the pet dealer must provide the  
2 animal with proper veterinary care.

3 Section 95. Notice of state where dog was bred and  
4 brokered. A pet dealer must post conspicuously on the cage  
5 of each dog offered for sale a notice indicating the state  
6 where the dog was bred and brokered.

7 Section 100. Notice to consumers.

8 (a) A pet dealer must post conspicuously, within  
9 proximity to the cages of animals offered for sale, a notice  
10 containing the following language in 100-point type:

11 "Information on the source of these animals and  
12 veterinary treatments received by these animals is available  
13 for review. You are entitled to a written notice of rights  
14 concerning the sale of cats and dogs."

15 (b) Upon request for information regarding an animal, a  
16 pet dealer must make immediately available to prospective  
17 purchasers all of the information required to be disclosed to  
18 purchasers under Section 20 and Section 70.

19 (c) At the time of sale of an animal, a pet dealer must  
20 provide the purchaser with information on the value of  
21 spaying and neutering dogs and cats.

22 Section 105. Construction

23 Nothing in this Act shall be construed to limit or  
24 restrict approved humane investigators, Department  
25 investigators, law enforcement officers, or animal control  
26 wardens from enforcing the Humane Care for Animals Act, the  
27 Animal Welfare Act, or any other law relating to the humane  
28 treatment of or cruelty to animals.