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## SENATE BILL NO. 1462

Offered January 9, 2019

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A *BILL to amend and reenact §§ 3.2-6509, 3.2-6512, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6519, and 59.1-200 of the Code of Virginia, relating to comprehensive animal care; enforceable under Virginia Consumer Protection Act.*

Patron—McPike

Referred to Committee on Agriculture, Conservation and Natural Resources

**Be it enacted by the General Assembly of Virginia:**

**1. That §§ 3.2-6509, 3.2-6512, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6519, and 59.1-200 of the Code of Virginia are amended and reenacted as follows:**

**§ 3.2-6509. Misrepresentation of animal's condition; penalties.**

No person shall misrepresent the physical condition of any animal at the animal's sale, trade, delivery, or other method of transfer. For the purpose of this section, misrepresentation shall include selling, trading, delivering or otherwise transferring an animal to another person with the knowledge that the animal has an infection, communicable disease, parasitic infestation, abnormality or other physical defect that is not made known to the person receiving the animal. The sale of an agricultural animal that has external or internal parasites that are not made known to the person receiving the animal shall not be a violation of this section unless the animal is clinically ill or debilitated due to such parasites at the time of sale, trade, delivery or transfer of the animal. Violation of this section is a Class 3 misdemeanor.

*Any violation of this section shall also constitute a prohibited practice under § 59.1-200 and shall be subject to the enforcement provisions of the Virginia Consumer Protection Act (§ 59.1-196 et seq.).*

**§ 3.2-6512. Sale without pet dealer's animal history certificate violation of Consumer Protection Act; contents of certificate.**

It shall be a violation of the Virginia Consumer Protection Act (§ 59.1-196 et seq.) for any pet dealer to sell a dog or cat within the Commonwealth stating, promising, or representing that the animal is registered or capable of being registered with any animal pedigree registry organization, without providing the consumer with a pet dealer's animal history certificate at the time the consumer takes possession of the dog or cat. The pet dealer's animal history certificate shall be signed by the pet dealer or his agent or employee and shall contain the following information:

1. The animal's breed, sex, age, color, and birth date;
2. The name and address of the person from whom the pet dealer purchased the animal;
3. The breeder's name and address;
4. The name and registration number of the animal's parents;
5. If the animal has been so examined, the date on which the animal has been examined by a licensed veterinarian, the name and address of such veterinarian, and a brief statement of any findings made; and
6. A statement of all vaccinations administered to the animal, including the identity and quantity of the vaccine, and the name and address of the person or licensed veterinarian administering or supervising the vaccinations.

The information contained in the pet dealer's animal history certificate required herein shall be informative only, and the pet dealer shall not be responsible in any manner for the accuracy of such information unless he knows or has reason to know that such information is erroneous.

A copy of the pet dealer's animal history certificate signed by the consumer shall be maintained by the pet dealer for a period of ~~one year~~ *two years* following the date of sale.

A pet shop operating in the Commonwealth shall post in a conspicuous place on or near the cage of any dog or cat available for sale the breeder's name, city, state, and USDA license number. A pet shop or a USDA licensed dealer who advertises any dog or cat for sale in the Commonwealth, including by Internet advertisement, shall provide prior to the time of sale the breeder's name, city, state, and USDA license number.

**§ 3.2-6513.1. Pet shops; posting of information about dogs.**

A. Any pet shop that sells dogs shall place a clear and conspicuous sign near the cages in the public sales area stating: "USDA APHIS Inspection Reports Available Prior to Purchase." The sign shall be no smaller than eight and one-half inches high by 11 inches wide, and the print shall be no smaller than one-half inch.

B. Any pet shop that sells dogs shall maintain for each dog in its possession a written record that

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59 includes the following information:

- 60 1. The breed, age, and date of birth of the dog, if known;
- 61 2. The sex, color, and any identifying markings of the dog;
- 62 3. Any additional identifying information, including a tag, tattoo, collar number, or microchip;
- 63 4. Documentation of all inoculations, worming treatments, and other medical treatments, if known,
- 64 including the date of the medical treatment, the diagnosis, and the name and title of the treatment
- 65 provider;
- 66 5. For a dog obtained from a breeder or dealer, (i) the state in which the breeder and, if applicable,
- 67 the dealer are located; (ii) the U.S. Department of Agriculture license number of the breeder and, if
- 68 applicable, the dealer; (iii) the final inspection reports for the breeder and, if applicable, the dealer,
- 69 issued by the U.S. Department of Agriculture from the two years immediately before the date the pet
- 70 store received the dog; and (iv) the facility where the dog was born and the transporter or carrier of the
- 71 dog, if any;
- 72 6. For a dog obtained from a public animal shelter, the name of the shelter; and
- 73 7. For a dog obtained from a private animal shelter or humane society, the name of the shelter or
- 74 organization and the locality in which it is located.

75 C. Any pet shop that sells dogs shall maintain a copy of the written record required by subsection B  
76 for at least two years after the date of sale of the dog and shall make such record available to the Office  
77 of the State Veterinarian upon reasonable notice, to any bona fide prospective purchaser upon request,  
78 and to the purchaser at the time of sale. Any such pet shop shall transmit the information required by  
79 subdivisions B 5, 6, and 7 to the local animal control officer upon request.

80 *D. Any violation of this section, except for a violation of the requirement to make records available*  
81 *to the Office of the State Veterinarian or transmit information to the local animal control officer as*  
82 *required by subsection C, shall also constitute a prohibited practice under § 59.1-200 and shall be*  
83 *subject to the enforcement provisions of the Virginia Consumer Protection Act (§ 59.1-196 et seq.).*

84 **§ 3.2-6514. Consumer remedies for receipt of diseased animal upon certification by veterinarian.**

85 A. If, at any time within 10 days following receipt of an animal, a licensed veterinarian certifies such  
86 animal to be unfit for purchase due to illness, a congenital defect deleterious to the health of the animal,  
87 or the presence of symptoms of a contagious or infectious disease other than parvovirus, or if at any  
88 time within 14 days following the receipt of an animal a licensed veterinarian certifies such animal to be  
89 unfit for purchase due to being infected with parvovirus, the pet dealer shall afford the consumer the  
90 right to choose one of the following options:

91 1. The right to return the animal or, in the case of an animal that has died, to present the veterinary  
92 certification, within three business days of certification and receive a refund of the purchase price  
93 including sales tax; or

94 2. The right to return the animal or, in the case of an animal that has died, to present the veterinary  
95 certification, within three business days of certification and to receive an exchange animal of equivalent  
96 value from the dealer, subject to the choice of the consumer; or

97 3. In the case of an animal purchased from a pet shop or a USDA licensed dealer, the right to retain  
98 the animal and to receive the reimbursement of veterinary fees in an amount up to the purchase price of  
99 the animal, including sales tax and the cost of the veterinary certification, incurred up to the time the  
100 consumer notifies the pet dealer of the intent to keep the animal. Such notification shall occur within  
101 three business days of certification. Veterinary costs incurred by the consumer after such notification  
102 shall be the responsibility of the consumer.

103 B. The refund or reimbursement required by subsection A shall be made by the pet dealer not later  
104 than 10 business days following receipt of a signed veterinary certification as provided in *subsection A*  
105 *of § 3.2-6515.*

106 *C. Any violation of this section shall also constitute a prohibited practice under § 59.1-200 and*  
107 *shall be subject to the enforcement provisions of the Virginia Consumer Protection Act (§ 59.1-196 et*  
108 *seq.).*

109 **§ 3.2-6515. Written notice of consumer remedies required to be supplied by pet dealers.**

110 A. A pet dealer shall give the notice hereinafter set forth in writing to a consumer prior to the  
111 delivery of a dog or cat. Such notice shall be embodied in a written contract, the pet dealer's animal  
112 history certificate, or a separate document and shall state in ten-point boldface type the following:

113 "NOTICE

114 The sale of dogs and cats is subject to the provisions of the Virginia Consumer Protection Act  
115 (§ 59.1-196 et seq.). In the event that a licensed veterinarian certifies your animal to be unfit for  
116 purchase within 10 days following receipt of your animal, or within 14 days following receipt if the  
117 animal is infected with parvovirus, you may choose: (i) to return your animal, or in the case of an  
118 animal that has died, the veterinary certification, and receive a refund of the purchase price including  
119 sales tax; or (ii) to return the animal and receive an exchange animal of your choice of equivalent value.  
120 In the case of an animal purchased from a pet shop or a USDA licensed dealer, you also may choose to

retain the animal and receive reimbursement of the cost of veterinary certification and veterinary fees in an amount up to the purchase price of the animal.

In order to exercise these rights you must present a written veterinary certification that the animal is unfit to the pet dealer within three business days after receiving such certification.

If the pet dealer has promised to register your animal or to provide the papers necessary therefor and fails to do so within 120 days following the date of contract, you are entitled to return the animal and receive a refund of the purchase price or to retain the animal and receive a refund of an amount not to exceed 50 percent of the purchase price."

*B. Any violation of this section shall also constitute a prohibited practice under § 59.1-200 and shall be subject to the enforcement provisions of the Virginia Consumer Protection Act (§ 59.1-196 et seq.).*

**§ 3.2-6519. Written notice of consumer remedies required to be supplied by boarding establishments; penalty.**

A. A boarding establishment shall give the notice hereinafter set forth in writing to a consumer prior to the consumer's delivery of the animal to the boarding establishment. Such notice shall be embodied in a written document and shall state in ten-point boldfaced type the following:

**NOTICE**

The boarding of animals is subject to Article 4 (§ 3.2-6518 et seq.) of Chapter 65 of Title 3.2. If your animal becomes ill or injured while in the custody of the boarding establishment, the boarding establishment shall provide the animal with emergency veterinary treatment for the illness or injury.

The consumer shall bear the reasonable and necessary costs of emergency veterinary treatment for any illness or injury occurring while the animal is in the custody of the boarding establishment. The boarding establishment shall bear the expenses of veterinary treatment for any injury the animal sustains while at the boarding establishment if the injury resulted from the establishment's failure, whether accidental or intentional, to provide the care required by § 3.2-6503. Boarding establishments shall not be required to bear the cost of veterinary treatment for injuries resulting from the animal's self-mutilation.

B. In addition, the boarding establishment shall display the following notice, in ten-point boldfaced type, on a sign placed in a conspicuous location and manner at the boarding establishment's intake area:

**PUBLIC NOTICE**

THE BOARDING OF ANIMALS BY A BOARDING ESTABLISHMENT IS SUBJECT TO ARTICLE 4 (§ 3.2-6518 et seq.) OF CHAPTER 65 OF TITLE 3.2 OF THE CODE OF VIRGINIA. YOU HAVE SPECIFIC REMEDIES WHEN BOARDING ANIMALS IN THIS OR ANY OTHER BOARDING ESTABLISHMENT IN VIRGINIA. A COPY IS AVAILABLE IMMEDIATELY UPON REQUEST AND IS TO BE PRESENTED TO YOU AT THE TIME OF INTAKE IN THE FORM OF A WRITTEN DOCUMENT. IF YOU HAVE A COMPLAINT, YOU MAY CONTACT YOUR LOCAL LAW-ENFORCEMENT OFFICER OR THE VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, RICHMOND, VIRGINIA.

C. Failure to display or provide the consumer with the written notice as required by this section is a Class 3 misdemeanor.

*D. Any violation of this section shall also constitute a prohibited practice under § 59.1-200 and shall be subject to the enforcement provisions of the Virginia Consumer Protection Act (§ 59.1-196 et seq.).*

**§ 59.1-200. Prohibited practices.**

A. The following fraudulent acts or practices committed by a supplier in connection with a consumer transaction are hereby declared unlawful:

1. Misrepresenting goods or services as those of another;
2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services, with another;
4. Misrepresenting geographic origin in connection with goods or services;
5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits;
6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;
7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished, deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand, repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects or "not first class";
8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the price or upon the terms advertised.

182 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or  
183 servant thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms  
184 advertised or offered, shall be prima facie evidence of a violation of this subdivision. This paragraph  
185 shall not apply when it is clearly and conspicuously stated in the advertisement or offer by which such  
186 goods or services are advertised or offered for sale, that the supplier or offeror has a limited quantity or  
187 amount of such goods or services for sale, and the supplier or offeror at the time of such advertisement  
188 or offer did in fact have or reasonably expected to have at least such quantity or amount for sale;

189 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts  
190 of price reductions;

191 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts  
192 installed;

193 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice  
194 or bill for merchandise or services previously ordered;

195 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
196 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the  
197 supplier's business, unless the supplier is actually engaged primarily in selling at wholesale or in  
198 manufacturing the goods or services advertised or offered for sale;

199 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of  
200 defense, or attempting to collect any liquidated damages or penalties under any clause, waiver, damages,  
201 or penalties that are void or unenforceable under any otherwise applicable laws of the Commonwealth,  
202 or under federal statutes or regulations;

203 13a. Failing to provide to a consumer, or failing to use or include in any written document or  
204 material provided to or executed by a consumer, in connection with a consumer transaction any  
205 statement, disclosure, notice, or other information however characterized when the supplier is required  
206 by 16 C.F.R. Part 433 to so provide, use, or include the statement, disclosure, notice, or other  
207 information in connection with the consumer transaction;

208 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection  
209 with a consumer transaction;

210 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, ~~or 3.2-6513.1~~, 3.2-6514, 3.2-6515,  
211 3.2-6516, relating to the sale of certain animals by pet dealers which is described in such sections, or  
212 3.2-6519 is a violation of this chapter;

213 16. Failing to disclose all conditions, charges, or fees relating to:

214 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
215 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
216 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does  
217 not permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of  
218 this subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not  
219 less than 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account  
220 for the return of defective, unused, or undamaged merchandise upon presentation of proof of purchase.  
221 In the case of merchandise paid for by check, the purchase shall be treated as a cash purchase and any  
222 refund may be delayed for a period of 10 banking days to allow for the check to clear. This subdivision  
223 does not apply to sale merchandise that is obviously distressed, out of date, post season, or otherwise  
224 reduced for clearance; nor does this subdivision apply to special order purchases where the purchaser  
225 has requested the supplier to order merchandise of a specific or unusual size, color, or brand not  
226 ordinarily carried in the store or the store's catalog; nor shall this subdivision apply in connection with a  
227 transaction for the sale or lease of motor vehicles, farm tractors, or motorcycles as defined in §  
228 46.2-100;

229 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time  
230 of the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the  
231 premises of the supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill  
232 of sale. Disclosure shall include the conditions, charges, or fees in the event that a consumer breaches  
233 the agreement;

234 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess  
235 of \$5 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment  
236 on such account. Suppliers shall give consumers written notice of such credit balances within 60 days of  
237 receiving overpayments. If the credit balance information is incorporated into statements of account  
238 furnished consumers by suppliers within such 60-day period, no separate or additional notice is required;

239 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in  
240 connection with a consumer transaction, failing to adhere to the terms and conditions of such an  
241 agreement;

242 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);

243 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et

- seq.);
20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);
21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17 et seq.);
22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);
23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et seq.);
24. Violating any provision of § 54.1-1505;
25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6 (§ 59.1-207.34 et seq.);
26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et seq.);
31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
35. Using the consumer's social security number as the consumer's account number with the supplier, if the consumer has requested in writing that the supplier use an alternate number not associated with the consumer's social security number;
36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
37. Violating any provision of § 8.01-40.2;
38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525 et seq.);
42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
43. Violating any provision of § 59.1-443.2;
44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
47. Violating any provision of § 18.2-239;
48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable presumption that a supplier has reason to know a children's product was recalled if notice of the recall has been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's products that are used, secondhand or "seconds";
50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
52. Violating any provision of § 8.2-317.1;
53. Violating subsection A of § 9.1-149.1;
54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This subdivision shall not apply to the sale or offering for sale of any building or structure in which defective drywall has been permanently installed or affixed;
55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et seq.) of Title 54.1;
56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1; and
58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.).

**305** B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or  
**306** lease solely by reason of the failure of such contract or lease to comply with any other law of the  
**307** Commonwealth or any federal statute or regulation, to the extent such other law, statute, or regulation  
**308** provides that a violation of such law, statute, or regulation shall not invalidate or make unenforceable  
**309** such contract or lease.