



## 102ND GENERAL ASSEMBLY

### State of Illinois

2021 and 2022

**HB4643**

Introduced 1/21/2022, by Rep. William Davis

#### SYNOPSIS AS INTRODUCED:

30 ILCS 105/5.970 new	
225 ILCS 605/3.6	
225 ILCS 605/3.8	
225 ILCS 605/3.9	
225 ILCS 605/3.15	
225 ILCS 605/7.2 new	
225 ILCS 605/20	from Ch. 8, par. 320
225 ILCS 605/21.5 new	
225 ILCS 605/22	from Ch. 8, par. 322

Amends the Animal Welfare Act. Provides that an animal shelter shall not accept a dog or cat from an animal shelter or an out-of-state animal control facility, rescue group, or animal shelter unless it obtains and keeps record of documentation attesting the dog or cat was not obtained through compensation or payment to a dog breeder or cat breeder. Provides that a pet shop operator must obtain specified documentation to verify a breeder meets or exceeds the relevant standards set by the Department of Agriculture. Provides that the Department, at any time, may mandate a pet shop operator to pay to have a dog or cat breeder audited by a third-party auditing firm to ensure compliance with cat and dog breeder standards. Provides that beginning 120 days after the effective date of the amendatory Act, a \$25 administrative fee shall be imposed on every dog or cat sold by a pet shop operator. Makes changes in provisions concerning the sourcing of dogs and cats sold by pet shops, disclosures for dogs and cats being sold by pet shops, violations, and fees. Amends the State Finance Act. Creates the Sourcing and Inspection Compliance Fund. Effective immediately.

LRB102 24983 AMQ 34239 b

1 AN ACT concerning regulation.

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

4 Section 5. The State Finance Act is amended by adding  
5 Section 5.970 as follows:

6 (30 ILCS 105/5.970 new)

7 Sec. 5.970. The Sourcing and Inspection Compliance Fund.

8 Section 10. The Animal Welfare Act is amended by changing  
9 Sections 3.6, 3.8, 3.9, 3.15, 20, and 22 and by adding Sections  
10 7.2 and 21.5 as follows:

11 (225 ILCS 605/3.6)

12 Sec. 3.6. Acceptance of stray dogs and cats.

13 (a) No animal shelter may accept a stray dog or cat unless  
14 the animal is reported by the shelter to the animal control or  
15 law enforcement of the county in which the animal is found by  
16 the next business day. An animal shelter may accept animals  
17 from: (1) the owner of the animal where the owner signs a  
18 relinquishment form which states he or she is the owner of the  
19 animal; (2) an animal shelter licensed under this Act; or (3)  
20 an out-of-state animal control facility, rescue group, or  
21 animal shelter that is duly licensed in their state or is a

1 not-for-profit organization. An animal shelter shall not  
2 accept a dog or cat pursuant to item (2) or (3) unless it  
3 obtains and keeps record of documentation attesting the dog or  
4 cat was not obtained through compensation or payment to a dog  
5 breeder or cat breeder.

6 (b) When stray dogs and cats are accepted by an animal  
7 shelter, they must be scanned for the presence of a microchip  
8 and examined for other currently-acceptable methods of  
9 identification, including, but not limited to, identification  
10 tags, tattoos, and rabies license tags. The examination for  
11 identification shall be done within 24 hours after the intake  
12 of each dog or cat. The animal shelter shall notify the owner  
13 and transfer any dog with an identified owner to the animal  
14 control or law enforcement agency in the jurisdiction in which  
15 it was found or the local animal control agency for  
16 redemption.

17 (c) If no transfer can occur, the animal shelter shall  
18 make every reasonable attempt to contact the owner, agent, or  
19 caretaker as soon as possible. The animal shelter shall give  
20 notice of not less than 7 business days to the owner, agent, or  
21 caretaker prior to disposal of the animal. The notice shall be  
22 mailed to the last known address of the owner, agent, or  
23 caretaker. Testimony of the animal shelter, or its authorized  
24 agent, who mails the notice shall be evidence of the receipt of  
25 the notice by the owner, agent, or caretaker of the animal. A  
26 mailed notice shall remain the primary means of owner, agent,

1 or caretaker contact; however, the animal shelter shall also  
2 attempt to contact the owner, agent, or caretaker by any other  
3 contact information, such as by telephone or email address,  
4 provided by the microchip or other method of identification  
5 found on the dog or cat. If the dog or cat has been  
6 microchipped and the primary contact listed by the chip  
7 manufacturer cannot be located or refuses to reclaim the dog  
8 or cat, an attempt shall be made to contact any secondary  
9 contacts listed by the chip manufacturer or the purchaser of  
10 the microchip if the purchaser is a nonprofit organization,  
11 animal shelter, animal control facility, pet store, breeder,  
12 or veterinary office prior to adoption, transfer, or  
13 euthanization. Prior to transferring any stray dog or cat to  
14 another humane shelter, pet store, rescue group, or  
15 euthanization, the dog or cat shall be scanned again for the  
16 presence of a microchip and examined for other means of  
17 identification. If a second scan provides the same identifying  
18 information as the initial intake scan and the owner, agent,  
19 or caretaker has not been located or refuses to reclaim the dog  
20 or cat, the animal shelter may proceed with adoption,  
21 transfer, or euthanization.

22 (d) When stray dogs and cats are accepted by an animal  
23 shelter and no owner can be identified, the shelter shall hold  
24 the animal for the period specified in local ordinance prior  
25 to adoption, transfer, or euthanasia. The animal shelter shall  
26 allow access to the public to view the animals housed there. If

1 a dog is identified by an owner who desires to make redemption  
2 of it, the dog shall be transferred to the local animal control  
3 for redemption. If no transfer can occur, the animal shelter  
4 shall proceed pursuant to Section 3.7. Upon lapse of the hold  
5 period specified in local ordinance and no owner can be  
6 identified, ownership of the animal, by operation of law,  
7 transfers to the shelter that has custody of the animal.

8 (e) No representative of an animal shelter may enter  
9 private property and remove an animal without permission from  
10 the property owner and animal owner, nor can any  
11 representative of an animal shelter direct another individual  
12 to enter private property and remove an animal unless that  
13 individual is an approved humane investigator (approved by the  
14 Department) operating pursuant to the provisions of the Humane  
15 Care for Animals Act.

16 (f) Nothing in this Section limits an animal shelter and  
17 an animal control facility who, through mutual agreement, wish  
18 to enter into an agreement for animal control, boarding,  
19 holding, measures to improve life-saving, or other services  
20 provided that the agreement requires parties adhere to the  
21 provisions of the Animal Control Act, the Humane Euthanasia in  
22 Animal Shelters Act, and the Humane Care for Animals Act.

23 (Source: P.A. 99-310, eff. 1-1-16; 100-322, eff. 8-24-17;  
24 100-870, eff. 1-1-19.)

1 (Text of Section before amendment by P.A. 102-586)

2 Sec. 3.8. Sourcing of dogs and cats sold by pet shops.

3 (a) A pet shop operator may not obtain a dog or cat for  
4 resale or sell or offer for sale any dog or cat obtained from a  
5 person who is required to be licensed by the pet dealer  
6 regulations of the United States Department of Agriculture  
7 under the federal Animal Welfare Act (7 U.S.C. 2131 et seq.) if  
8 any of the following applies to the original breeder:

9 (1) The person is not currently licensed by the United  
10 States Department of Agriculture under the federal Animal  
11 Welfare Act.

12 (2) During the 2-year period before the day the dog or  
13 cat is received by the pet shop, the person received a  
14 direct or critical non-compliant citation on a final  
15 inspection report from the United States Department of  
16 Agriculture under the federal Animal Welfare Act.

17 (3) During the 2-year period before the day the dog or  
18 cat is received by the pet shop, the person received 3 or  
19 more non-compliant citations on a final inspection report  
20 from the United States Department of Agriculture for  
21 violations relating to the health or welfare of the animal  
22 and the violations were not administrative in nature.

23 (4) The person received a no-access violation on each  
24 of the 3 most recent final inspection reports from the  
25 United States Department of Agriculture.

26 (b) A pet shop operator is presumed to have acted in good

1 faith and to have satisfied its obligation to ascertain  
2 whether a person meets the criteria described in subsection  
3 (a) of this Section if, when placing an order to obtain a dog  
4 or cat for sale or resale, the pet shop operator conducts a  
5 search for inspection reports that are readily available of  
6 the breeder on the Animal Care Information System online  
7 search tool maintained by the United States Department of  
8 Agriculture. If inspection reports are not readily available  
9 on the United States Department of Agriculture website, the  
10 pet shop operator must obtain the inspection reports from the  
11 person or persons required to meet the criteria described in  
12 subsection (a) of this Section.

13 (c) Notwithstanding subsections (a) and (b) of this  
14 Section, a pet shop operator may obtain a dog or cat for resale  
15 or sell or offer for sale any dog or cat obtained from: (1) a  
16 person that sells dogs only he or she has produced and raised  
17 and who is not required to be licensed by the United States  
18 Department of Agriculture, (2) a publicly operated pound or a  
19 private non-profit humane society or rescue, or (3) an animal  
20 adoption event conducted by a pound or humane society.

21 (d) A pet shop operator shall maintain records verifying  
22 its compliance with this Section for 2 years after obtaining  
23 the dog or cat to be sold or offered for sale. Records  
24 maintained pursuant to this subsection (d) shall be open to  
25 inspection on request by a Department of Agriculture  
26 inspector.

1 (Source: P.A. 100-322, eff. 8-24-17.)

2 (Text of Section after amendment by P.A. 102-586)

3 Sec. 3.8. Sourcing ~~Prohibition~~ of dogs and cats sold by  
4 pet shops; recordkeeping.

5 (a) A pet shop operator may offer for sale a dog or cat  
6 only if the dog or cat is obtained from a verified breeder, ~~an~~  
7 animal control facility<sub>L</sub>, or animal shelter, located in-state  
8 or out-of-state, that is in compliance with Section 3.9.

9 (b) A pet shop operator shall keep a record of each dog or  
10 cat offered for sale. The record must be kept on file for a  
11 period of 2 years following the acquisition of each dog or cat,  
12 made available to the Department upon request, and submitted  
13 to the Department on May 1 and November 1 of each year. The  
14 record shall include the following:

15 (1) name, address, and phone number of the verified  
16 breeder, animal control facility<sub>L</sub>, or animal shelter each  
17 dog or cat was obtained from; and

18 (2) documentation from the verified breeder, animal  
19 control facility<sub>L</sub>, or animal shelter each dog or cat was  
20 obtained from demonstrating compliance with Section 3.9,  
21 including the circumstances that led to the animal control  
22 facility or animal shelter obtaining ownership of the dog  
23 or cat and any other information indicating the dog or cat  
24 was not obtained from a source prohibited in Section 3.9.

25 (c) (Blank). ~~In addition to the penalties set forth in~~



1 ~~Section 20.5, a pet shop operator that violates subsection (a)~~  
2 ~~shall no longer offer for sale a dog or cat regardless of where~~  
3 ~~the dog or cat was obtained.~~

4 (d) Nothing in this Section prohibits a pet shop operator  
5 from providing space to an animal control facility or animal  
6 shelter to showcase dogs or cats owned by these entities for  
7 the purpose of adoption.

8 (Source: P.A. 102-586, eff. 2-23-22.)

9 (225 ILCS 605/3.9)

10 (This Section may contain text from a Public Act with a  
11 delayed effective date)

12 Sec. 3.9. Verified breeders, animal ~~Animal~~ control  
13 facilities, and animal shelters supplying to pet shop  
14 operators.

15 (a) An animal control facility or animal shelter that  
16 supplies dogs or cats to pet shop operators to be offered for  
17 sale shall not be a dog breeder or a cat breeder or obtain dogs  
18 or cats from a dog breeder, a cat breeder, a person who resells  
19 dogs or cats from a breeder, or a person who sells dogs or cats  
20 at auction in exchange for payment or compensation.

21 (b) An animal control facility or animal shelter that  
22 supplies dogs or cats to pet shops to be offered for sale shall  
23 provide pet shops with documentation demonstrating compliance  
24 with this Section, including a description of the ownership  
25 history of each dog or cat supplied, if known, the

1 circumstances that led to ownership of the dog or cat, and any  
2 other information indicating the dog or cat was not obtained  
3 from a source prohibited in this Section.

4 (c) To verify a breeder meets or exceeds the standards set  
5 forth in 8 Ill. Adm. Code 25, a pet shop operator must obtain a  
6 signed affidavit, or a document prescribed and provided by the  
7 Department, from the breeder stating compliance with the  
8 standards set by the Department and must be accompanied by one  
9 or more of the following documents: (1) copies of inspection  
10 reports over a 2-year period from the State or local  
11 governmental entity that has jurisdiction certifying the  
12 breeder meets or exceeds the standards within 8 Ill. Adm. Code  
13 25; or (2) a copy of audit results, conducted within the past  
14 16 months by an independent third party, certified as an ISO  
15 9001 auditing firm, certifying the completion of an  
16 outcome-based breeder standards program that meets or exceeds  
17 the standards set forth in 8 Ill. Adm. Code 25. Failure to have  
18 copies of inspection or audit reports shall be deemed a  
19 violation under Section 10 of this Act.

20 (d) As used this Section:

21 "Outcome-based breeder standards program" means a program  
22 approved by the Department that tests for and certifies the  
23 physical welfare, behavioral welfare, and genetic health of  
24 the animal, in addition to certifying standards in areas such  
25 as nutrition, veterinary care, housing, handling, and  
26 exercise.

1           "Verified breeder" means a breeder that satisfies the  
2           requirements of subsection (c).

3           (Source: P.A. 102-586, eff. 2-23-22.)

4           (225 ILCS 605/3.15)

5           (Text of Section before amendment by P.A. 102-586)

6           Sec. 3.15. Disclosures for dogs and cats being sold by pet  
7           shops.

8           (a) Prior to the time of sale, every pet shop operator  
9           must, to the best of his or her knowledge, provide to the  
10          consumer the following information on any dog or cat being  
11          offered for sale:

12                 (1) The retail price of the dog or cat, including any  
13                 additional fees or charges.

14                 (2) The breed, age, date of birth, sex, and color of  
15                 the dog or cat.

16                 (3) The date and description of any inoculation or  
17                 medical treatment that the dog or cat received while under  
18                 the possession of the pet shop operator.

19                 (4) The name and business address of both the dog or  
20                 cat breeder and the facility where the dog or cat was born.  
21                 If the dog or cat breeder is located in the State, then the  
22                 breeder's license number. If the dog or cat breeder also  
23                 holds a license issued by the United States Department of  
24                 Agriculture, the breeder's federal license number.

25                 (5) (Blank).

1           (6) If eligible for registration with a pedigree  
2 registry, then the name and registration numbers of the  
3 sire and dam and the address of the pedigree registry  
4 where the sire and dam are registered.

5           (7) If the dog or cat was returned by a customer, then  
6 the date and reason for the return.

7           (8) A copy of the pet shop's policy regarding  
8 warranties, refunds, or returns and an explanation of the  
9 remedy under subsections (f) through (m) of this Section  
10 in addition to any other remedies available at law.

11          (9) The pet shop operator's license number issued by  
12 the Illinois Department of Agriculture.

13          (10) Disclosure that the dog or cat has been  
14 microchipped and the microchip has been enrolled in a  
15 nationally searchable database. Pet stores must also  
16 disclose that the purchaser has the option to list the pet  
17 store as a secondary contact on the microchip.

18          (a-5) All dogs and cats shall be microchipped by a pet shop  
19 operator prior to sale.

20          (b) The information required in subsection (a) shall be  
21 provided to the customer in written form by the pet shop  
22 operator and shall have an acknowledgement of disclosures  
23 form, which must be signed by the customer and the pet shop  
24 operator at the time of sale. The acknowledgement of  
25 disclosures form shall include the following:

26           (1) A blank space for the dated signature and printed

1 name of the pet shop operator, which shall be immediately  
2 beneath the following statement: "I hereby attest that all  
3 of the above information is true and correct to the best of  
4 my knowledge."

5 (2) A blank space for the customer to sign and print  
6 his or her name and the date, which shall be immediately  
7 beneath the following statement: "I hereby attest that  
8 this disclosure was posted on or near the cage of the dog  
9 or cat for sale and that I have read all of the  
10 disclosures. I further understand that I am entitled to  
11 keep a signed copy of this disclosure."

12 (c) A copy of the disclosures and the signed  
13 acknowledgement of disclosures form shall be provided to the  
14 customer at the time of sale and the original copy shall be  
15 maintained by the pet shop operator for a period of 2 years  
16 from the date of sale. A copy of the pet store operator's  
17 policy regarding warranties, refunds, or returns shall be  
18 provided to the customer.

19 (d) A pet shop operator shall post in a conspicuous place  
20 in writing on or near the cage of any dog or cat available for  
21 sale the information required by subsection (a) of this  
22 Section 3.15.

23 (e) If there is an outbreak of distemper, parvovirus, or  
24 any other contagious and potentially life-threatening disease,  
25 the pet shop operator shall notify the Department immediately  
26 upon becoming aware of the disease. If the Department issues a

1 quarantine, the pet shop operator shall notify, in writing and  
2 within 2 business days of the quarantine, each customer who  
3 purchased a dog or cat during the 2-week period prior to the  
4 outbreak and quarantine.

5 (f) A customer who purchased a dog or cat from a pet shop  
6 is entitled to a remedy under this Section if:

7 (1) within 21 days after the date of sale, a licensed  
8 veterinarian states in writing that at the time of sale

9 (A) the dog or cat was unfit for purchase due to illness or  
10 disease, the presence of symptoms of a contagious or  
11 infectious disease, or obvious signs of severe parasitism  
12 that are extreme enough to influence the general health of  
13 the animal, excluding fleas or ticks, or (B) the dog or cat  
14 has died from a disease that existed in the dog or cat on  
15 or before the date of delivery to the customer; or

16 (2) within one year after the date of sale, a licensed  
17 veterinarian states in writing that the dog or cat  
18 possesses a congenital or hereditary condition that  
19 adversely affects the health of the dog or cat or requires  
20 either hospitalization or a non-elective surgical  
21 procedure or has died of a congenital or hereditary  
22 condition. Internal or external parasites may not be  
23 considered to adversely affect the health of the dog  
24 unless the presence of the parasites makes the dog or cat  
25 clinically ill. The veterinarian's statement shall  
26 include:

- 1 (A) the customer's name and address;
- 2 (B) a statement that the veterinarian examined the  
3 dog or cat;
- 4 (C) the date or dates that the dog or cat was  
5 examined;
- 6 (D) the breed and age of the dog or cat, if known;
- 7 (E) a statement that the dog or cat has or had a  
8 disease, illness, or congenital or hereditary  
9 condition that is subject to remedy; and
- 10 (F) the findings of the examination or necropsy,  
11 including any lab results or copies of the results.
- 12 (g) A customer entitled to a remedy under subsection (f)  
13 of this Section may:
- 14 (1) return the dog or cat to the pet shop for a full  
15 refund of the purchase price;
- 16 (2) exchange the dog or cat for another dog or cat of  
17 comparable value chosen by the customer;
- 18 (3) retain the dog or cat and be reimbursed for  
19 reasonable veterinary fees for diagnosis and treatment of  
20 the dog or cat, not to exceed the purchase price of the dog  
21 or cat; or
- 22 (4) if the dog or cat is deceased, be reimbursed for  
23 the full purchase price of the dog or cat plus reasonable  
24 veterinary fees associated with the diagnosis and  
25 treatment of the dog or cat, not to exceed one times the  
26 purchase price of the dog or cat.

1           For the purposes of this subsection (g), veterinary fees  
2 shall be considered reasonable if (i) the services provided  
3 are appropriate for the diagnosis and treatment of the  
4 disease, illness, or congenital or hereditary condition and  
5 (ii) the cost of the services is comparable to that charged for  
6 similar services by other licensed veterinarians located in  
7 close proximity to the treating veterinarian.

8           (h) Unless the pet shop contests a reimbursement required  
9 under subsection (g) of this Section, the reimbursement shall  
10 be made to the customer no later than 10 business days after  
11 the pet shop operator receives the veterinarian's statement  
12 under subsection (f) of this Section.

13           (i) To obtain a remedy under this Section, a customer  
14 shall:

15                 (1) notify the pet shop as soon as reasonably possible  
16 and not to exceed 3 business days after a diagnosis by a  
17 licensed veterinarian of a disease, illness, or congenital  
18 or hereditary condition of the dog or cat for which the  
19 customer is seeking a remedy;

20                 (2) provide to the pet shop a written statement  
21 provided for under subsection (f) of this Section by a  
22 licensed veterinarian within 5 business days after a  
23 diagnosis by the veterinarian;

24                 (3) upon request of the pet shop, take the dog or cat  
25 for an examination by a second licensed veterinarian; the  
26 customer may either choose the second licensed



1           veterinarian or allow the pet shop to choose the second  
2           veterinarian, if the pet shop agrees to do so. The party  
3           choosing the second veterinarian shall assume the cost of  
4           the resulting examination; and

5           (4) if the customer requests a reimbursement of  
6           veterinary fees, provide to the pet shop an itemized bill  
7           for the disease, illness, or congenital or hereditary  
8           condition of the dog or cat for which the customer is  
9           seeking a remedy.

10          (j) A customer is not entitled to a remedy under this  
11          Section if:

12           (1) the illness or death resulted from: (A)  
13           maltreatment or neglect by the customer; (B) an injury  
14           sustained after the delivery of the dog or cat to the  
15           customer; or (C) an illness or disease contracted after  
16           the delivery of the dog or cat to the customer;

17           (2) the customer does not carry out the recommended  
18           treatment prescribed by the veterinarian who made the  
19           diagnosis; or

20           (3) the customer does not return to the pet shop all  
21           documents provided to register the dog or cat, unless the  
22           documents have already been sent to the registry  
23           organization.

24          (k) A pet shop may contest a remedy under this Section by  
25          having the dog or cat examined by a second licensed  
26          veterinarian pursuant to paragraph (3) of subsection (i) of

1 this Section if the dog or cat is still living. If the dog or  
2 cat is deceased, the pet shop may choose to have the second  
3 veterinarian review any records provided by the veterinarian  
4 who examined or treated the dog or cat for the customer before  
5 its death.

6 If the customer and the pet shop have not reached an  
7 agreement within 10 business days after the examination of the  
8 medical records and the dog or cat, if alive, or the dog's or  
9 cat's medical records, if deceased, by the second  
10 veterinarian, then:

11 (1) the customer may bring suit in a court of  
12 competent jurisdiction to resolve the dispute; or

13 (2) if the customer and the pet shop agree in writing,  
14 the parties may submit the dispute to binding arbitration.

15 If the court or arbiter finds that either party acted in  
16 bad faith in seeking or denying the requested remedy, then the  
17 offending party may be required to pay reasonable attorney's  
18 fees and court costs of the adverse party.

19 (1) This Section shall not apply to any adoption of dogs or  
20 cats, including those in which a pet shop or other  
21 organization rents or donates space to facilitate the  
22 adoption.

23 (m) If a pet shop offers its own warranty on a pet, a  
24 customer may choose to waive the remedies provided under  
25 subsection (f) of this Section in favor of choosing the  
26 warranty provided by the pet shop. If a customer waives the

1 rights provided by subsection (f), the only remedies available  
2 to the customer are those provided by the pet shop's warranty.  
3 For the statement to be an effective waiver of the customer's  
4 right to refund or exchange the animal under subsection (f),  
5 the pet shop must provide, in writing, a statement of the  
6 remedy under subsection (f) that the customer is waiving as  
7 well as a written copy of the pet shop's warranty. For the  
8 statement to be an effective waiver of the customer's right to  
9 refund or exchange the animal under subsection (f), it shall  
10 be substantially similar to the following language:

11 "I have agreed to accept the warranty provided by the  
12 pet shop in lieu of the remedies under subsection (f) of  
13 Section 3.15 of the Animal Welfare Act. I have received a  
14 copy of the pet shop's warranty and a statement of the  
15 remedies provided under subsection (f) of Section 3.15 of  
16 the Animal Welfare Act. This is a waiver pursuant to  
17 subsection (m) of Section 3.15 of the Animal Welfare Act  
18 whereby I, the customer, relinquish any and all right to  
19 return the animal for congenital and hereditary disorders  
20 provided by subsection (f) of Section 3.15 of the Animal  
21 Welfare Act. I agree that my exclusive remedy is the  
22 warranty provided by the pet shop at the time of sale."

23 (Source: P.A. 100-322, eff. 8-24-17.)

24 (Text of Section after amendment by P.A. 102-586)

25 Sec. 3.15. Disclosures for dogs and cats being sold by pet

1 shops.

2 (a) Prior to the time of sale, every pet shop operator  
3 must, to the best of his or her knowledge, provide to the  
4 consumer the following information on any dog or cat being  
5 offered for sale:

6 (1) The retail price of the dog or cat, including any  
7 additional fees or charges.

8 (2) The breed or breeds, if known, age, date of birth,  
9 sex, and color of the dog or cat.

10 (3) The date and description of any inoculation or  
11 medical treatment that the dog or cat received while under  
12 the possession of the pet shop operator, and any  
13 inoculation or medical treatment that the dog or cat  
14 received while under the possession of the breeder, animal  
15 control facility, or animal shelter that the pet shop  
16 operator is aware of.

17 (4) Sourcing information required in subsection (b) of  
18 Section 3.8.

19 (5) (Blank).

20 (6) (Blank).

21 (7) If the dog or cat was returned by a customer, then  
22 the date and reason for the return.

23 (8) A copy of the pet shop's policy regarding  
24 warranties, refunds, or returns and an explanation of the  
25 remedy under subsections (f) through (m) of this Section  
26 in addition to any other remedies available at law.

1           (9) The pet shop operator's license number issued by  
2 the Illinois Department of Agriculture.

3           (10) Disclosure that the dog or cat has been  
4 microchipped and the microchip has been enrolled in a  
5 nationally searchable database. Pet stores must also  
6 disclose that the purchaser has the option to list the pet  
7 store as a secondary contact on the microchip.

8           (11) If eligible for registration with a pedigree  
9 registry, then the name and registration numbers of the  
10 sire and dam and the address of the pedigree registry  
11 where the sire and dam are registered.

12           (a-5) All dogs and cats shall be microchipped by a pet shop  
13 operator prior to sale.

14           (b) The information required in subsection (a) shall be  
15 provided to the customer in written form by the pet shop  
16 operator and shall have an acknowledgement of disclosures  
17 form, which must be signed by the customer and the pet shop  
18 operator at the time of sale. The acknowledgement of  
19 disclosures form shall include the following:

20           (1) A blank space for the dated signature and printed  
21 name of the pet shop operator, which shall be immediately  
22 beneath the following statement: "I hereby attest that all  
23 of the above information is true and correct to the best of  
24 my knowledge."

25           (2) A blank space for the customer to sign and print  
26 his or her name and the date, which shall be immediately

1           beneath the following statement: "I hereby attest that  
2           this disclosure was posted on or near the cage of the dog  
3           or cat for sale and that I have read all of the  
4           disclosures. I further understand that I am entitled to  
5           keep a signed copy of this disclosure."

6           (c) A copy of the disclosures and the signed  
7           acknowledgement of disclosures form shall be provided to the  
8           customer at the time of sale and the original copy shall be  
9           maintained by the pet shop operator for a period of 2 years  
10          from the date of sale. A copy of the pet store operator's  
11          policy regarding warranties, refunds, or returns shall be  
12          provided to the customer.

13          (d) A pet shop operator shall post in writing on or near  
14          the cage of any dog or cat available for sale the information  
15          required by subsection (a) of this Section 3.15.

16          (e) If there is an outbreak of distemper, parvovirus, or  
17          any other contagious and potentially life-threatening disease,  
18          the pet shop operator shall notify the Department immediately  
19          upon becoming aware of the disease. If the Department issues a  
20          quarantine, the pet shop operator shall notify, in writing and  
21          within 2 business days of the quarantine, each customer who  
22          purchased a dog or cat during the 2-week period prior to the  
23          outbreak and quarantine.

24          (f) A customer who purchased a dog or cat from a pet shop  
25          is entitled to a remedy under this Section if:

26                 (1) within 21 days after the date of sale, a licensed

1           veterinarian states in writing that at the time of sale  
2           (A) the dog or cat was unfit for purchase due to illness or  
3           disease, the presence of symptoms of a contagious or  
4           infectious disease, or obvious signs of severe parasitism  
5           that are extreme enough to influence the general health of  
6           the animal, excluding fleas or ticks, or (B) the dog or cat  
7           has died from a disease that existed in the dog or cat on  
8           or before the date of delivery to the customer; or

9           (2) within one year after the date of sale, a licensed  
10          veterinarian states in writing that the dog or cat  
11          possesses a congenital or hereditary condition that  
12          adversely affects the health of the dog or cat or requires  
13          either hospitalization or a non-elective surgical  
14          procedure or has died of a congenital or hereditary  
15          condition. Internal or external parasites may not be  
16          considered to adversely affect the health of the dog  
17          unless the presence of the parasites makes the dog or cat  
18          clinically ill. The veterinarian's statement shall  
19          include:

20                 (A) the customer's name and address;

21                 (B) a statement that the veterinarian examined the  
22          dog or cat;

23                 (C) the date or dates that the dog or cat was  
24          examined;

25                 (D) the breed and age of the dog or cat, if known;

26                 (E) a statement that the dog or cat has or had a

1 disease, illness, or congenital or hereditary  
2 condition that is subject to remedy; and

3 (F) the findings of the examination or necropsy,  
4 including any lab results or copies of the results.

5 (g) A customer entitled to a remedy under subsection (f)  
6 of this Section may:

7 (1) return the dog or cat to the pet shop for a full  
8 refund of the purchase price;

9 (2) exchange the dog or cat for another dog or cat of  
10 comparable value chosen by the customer;

11 (3) retain the dog or cat and be reimbursed for  
12 reasonable veterinary fees for diagnosis and treatment of  
13 the dog or cat, not to exceed the purchase price of the dog  
14 or cat; or

15 (4) if the dog or cat is deceased, be reimbursed for  
16 the full purchase price of the dog or cat plus reasonable  
17 veterinary fees associated with the diagnosis and  
18 treatment of the dog or cat, not to exceed one times the  
19 purchase price of the dog or cat.

20 For the purposes of this subsection (g), veterinary fees  
21 shall be considered reasonable if (i) the services provided  
22 are appropriate for the diagnosis and treatment of the  
23 disease, illness, or congenital or hereditary condition and  
24 (ii) the cost of the services is comparable to that charged for  
25 similar services by other licensed veterinarians located in  
26 close proximity to the treating veterinarian.



1           (h) Unless the pet shop contests a reimbursement required  
2 under subsection (g) of this Section, the reimbursement shall  
3 be made to the customer no later than 10 business days after  
4 the pet shop operator receives the veterinarian's statement  
5 under subsection (f) of this Section.

6           (i) To obtain a remedy under this Section, a customer  
7 shall:

8                 (1) notify the pet shop as soon as reasonably possible  
9 and not to exceed 3 business days after a diagnosis by a  
10 licensed veterinarian of a disease, illness, or congenital  
11 or hereditary condition of the dog or cat for which the  
12 customer is seeking a remedy;

13                 (2) provide to the pet shop a written statement  
14 provided for under subsection (f) of this Section by a  
15 licensed veterinarian within 5 business days after a  
16 diagnosis by the veterinarian;

17                 (3) upon request of the pet shop, take the dog or cat  
18 for an examination by a second licensed veterinarian; the  
19 customer may either choose the second licensed  
20 veterinarian or allow the pet shop to choose the second  
21 veterinarian, if the pet shop agrees to do so. The party  
22 choosing the second veterinarian shall assume the cost of  
23 the resulting examination; and

24                 (4) if the customer requests a reimbursement of  
25 veterinary fees, provide to the pet shop an itemized bill  
26 for the disease, illness, or congenital or hereditary

1 condition of the dog or cat for which the customer is  
2 seeking a remedy.

3 (j) A customer is not entitled to a remedy under this  
4 Section if:

5 (1) the illness or death resulted from: (A)  
6 maltreatment or neglect by the customer; (B) an injury  
7 sustained after the delivery of the dog or cat to the  
8 customer; or (C) an illness or disease contracted after  
9 the delivery of the dog or cat to the customer;

10 (2) the customer does not carry out the recommended  
11 treatment prescribed by the veterinarian who made the  
12 diagnosis; or

13 (3) the customer does not return to the pet shop all  
14 documents provided to register the dog or cat, unless the  
15 documents have already been sent to the registry  
16 organization.

17 (k) A pet shop may contest a remedy under this Section by  
18 having the dog or cat examined by a second licensed  
19 veterinarian pursuant to paragraph (3) of subsection (i) of  
20 this Section if the dog or cat is still living. If the dog or  
21 cat is deceased, the pet shop may choose to have the second  
22 veterinarian review any records provided by the veterinarian  
23 who examined or treated the dog or cat for the customer before  
24 its death.

25 If the customer and the pet shop have not reached an  
26 agreement within 10 business days after the examination of the

1 medical records and the dog or cat, if alive, or the dog's or  
2 cat's medical records, if deceased, by the second  
3 veterinarian, then:

4 (1) the customer may bring suit in a court of  
5 competent jurisdiction to resolve the dispute; or

6 (2) if the customer and the pet shop agree in writing,  
7 the parties may submit the dispute to binding arbitration.

8 If the court or arbiter finds that either party acted in  
9 bad faith in seeking or denying the requested remedy, then the  
10 offending party may be required to pay reasonable attorney's  
11 fees and court costs of the adverse party.

12 (1) This Section shall not apply to any adoption of dogs or  
13 cats, including those in which a pet shop or other  
14 organization rents or donates space to facilitate the  
15 adoption.

16 (m) If a pet shop offers its own warranty on a pet, a  
17 customer may choose to waive the remedies provided under  
18 subsection (f) of this Section in favor of choosing the  
19 warranty provided by the pet shop. If a customer waives the  
20 rights provided by subsection (f), the only remedies available  
21 to the customer are those provided by the pet shop's warranty.  
22 For the statement to be an effective waiver of the customer's  
23 right to refund or exchange the animal under subsection (f),  
24 the pet shop must provide, in writing, a statement of the  
25 remedy under subsection (f) that the customer is waiving as  
26 well as a written copy of the pet shop's warranty. For the

1 statement to be an effective waiver of the customer's right to  
2 refund or exchange the animal under subsection (f), it shall  
3 be substantially similar to the following language:

4 "I have agreed to accept the warranty provided by the  
5 pet shop in lieu of the remedies under subsection (f) of  
6 Section 3.15 of the Animal Welfare Act. I have received a  
7 copy of the pet shop's warranty and a statement of the  
8 remedies provided under subsection (f) of Section 3.15 of  
9 the Animal Welfare Act. This is a waiver pursuant to  
10 subsection (m) of Section 3.15 of the Animal Welfare Act  
11 whereby I, the customer, relinquish any and all right to  
12 return the animal for congenital and hereditary disorders  
13 provided by subsection (f) of Section 3.15 of the Animal  
14 Welfare Act. I agree that my exclusive remedy is the  
15 warranty provided by the pet shop at the time of sale."

16 (Source: P.A. 102-586, eff. 2-23-22.)

17 (225 ILCS 605/7.2 new)

18 Sec. 7.2. Sourcing compliance.

19 (a) The Department may, at any time, request copies of all  
20 inspection reports, audit reports, affidavits, health  
21 certificates, and microchipping records of any licensee to  
22 verify compliance with this Act.

23 (b) If a pet store provides incomplete or out-of-date  
24 copies of inspection or audit reports, the Department may  
25 require a pet shop operator pay to have a dog or cat breeder

1 audited by an independent third party, certified as an  
2 ISO-9001 auditing firm, certifying the breeder is in  
3 compliance with this Act. The audit report shall be sent  
4 directly to the Department. The Department shall notify the  
5 pet shop operator of the audit results, and failure of the  
6 breeder to pass an audit ordered by the Department shall be  
7 deemed a violation of Section 10 of this Act by the pet shop  
8 operator.

9 (225 ILCS 605/20) (from Ch. 8, par. 320)

10 (Text of Section before amendment by P.A. 102-586)

11 Sec. 20. Any person violating any provision of this Act or  
12 any rule, regulation or order of the Department issued  
13 pursuant to this Act is guilty of a Class C misdemeanor and  
14 every day a violation continues constitutes a separate  
15 offense.

16 (Source: P.A. 89-178, eff. 7-19-95.)

17 (Text of Section after amendment by P.A. 102-586)

18 Sec. 20. Any person violating any provision of this Act,  
19 ~~other than a violation of Section 3.8 of this Act,~~ or any rule,  
20 regulation, or order of the Department issued pursuant to this  
21 Act is guilty of a Class C misdemeanor and every day a  
22 violation continues constitutes a separate offense.

23 (Source: P.A. 102-586, eff. 2-23-22.)

1 (225 ILCS 605/21.5 new)

2 Sec. 21.5. Administrative fee on sales of dogs and cats by  
3 pet shop operators. Beginning 120 days after the effective  
4 date of this amendatory Act of the 102nd General Assembly, a  
5 \$25 administrative fee shall be imposed on every dog or cat  
6 sold by a pet shop operator. All fees collected under this  
7 Section shall be deposited into the Sourcing and Inspection  
8 Compliance Fund, which shall be created as a nonappropriated  
9 fund administered by the Department for the ordinary and  
10 contingent expenses of the Department in the administration of  
11 this Section.

12 (225 ILCS 605/22) (from Ch. 8, par. 322)

13 Sec. 22. Except those fees paid pursuant to Section 21.5  
14 of this Act, all ~~All~~ fees and other money received by the  
15 Department under this Act shall be paid into the General  
16 Revenue Fund in the State Treasury.

17 (Source: Laws 1965, p. 2956.)

18 Section 95. No acceleration or delay. Where this Act makes  
19 changes in a statute that is represented in this Act by text  
20 that is not yet or no longer in effect (for example, a Section  
21 represented by multiple versions), the use of that text does  
22 not accelerate or delay the taking effect of (i) the changes  
23 made by this Act or (ii) provisions derived from any other  
24 Public Act. Effective immediately.

1           Section 99. Effective date. This Act takes effect upon  
2    becoming law.