

SENATE BILL 317

C2
HB 912/11 – ECM

2r1924
CF HB 131

By: ~~Senators Pugh, Ferguson, Gladden, Jennings, King, Madaleno, Manno, Mathias, Montgomery, Astle, Ferguson, Gladden, Glassman, Jennings, King, Kittleman, Madaleno, Manno, Middleton, Mathias, Montgomery, Muse, Raskin, Rosapepe, Shank, and Stone~~

Introduced and read first time: January 27, 2012

Assigned to: Finance

Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: March 9, 2012

CHAPTER _____

1 AN ACT concerning

2 **Retail Pet Stores – Sales of Dogs – Required Records, Health Disclosures, and**
3 **Purchaser Remedies**

4 FOR the purpose of requiring a retail pet store that sells dogs to post conspicuously on
5 each dog's cage certain information about the dog; requiring a retail pet store to
6 maintain a written record that contains certain information about each dog in
7 the possession of the retail pet store; requiring a retail pet store to maintain a
8 certain record for a certain period of time after the date of sale of a dog;
9 requiring a retail pet store to make certain records available to certain persons
10 and the ~~Department of Labor, Licensing, and Regulation~~ Division of Consumer
11 Protection of the Office of the Attorney General under certain circumstances;
12 requiring a retail pet store to provide ~~a~~ certain written ~~health disclosure~~
13 information to a purchaser; providing that it is an unfair or deceptive trade
14 practice within the meaning of the Maryland Consumer Protection Act for a
15 retail pet store to include any false or misleading statements in a certain
16 certificate or record; authorizing a purchaser of a dog to seek certain remedies
17 for certain health problems under certain circumstances; requiring a purchaser
18 seeking a remedy under this Act to provide ~~certain notice and information to a~~
19 certain written statement to the owner or operator of the retail pet store ~~and to~~
20 ~~take the dog for certain examinations on request; requiring a certain statement~~
21 ~~by a veterinarian to contain certain information; establishing criteria for certain~~
22 ~~veterinary fees to be considered reasonable~~; requiring the owner or operator of a

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 retail pet store to make a certain reimbursement within a certain period of time;
 2 providing that a purchaser is not entitled to a remedy under this Act under
 3 certain circumstances; ~~authorizing a retail pet store to contest a remedy under~~
 4 ~~this Act in a certain manner; authorizing a contested remedy to be resolved in a~~
 5 ~~certain manner; authorizing a court or arbiter to require a party acting in bad~~
 6 ~~faith to pay reasonable attorney's fees and court costs of the adverse party;~~
 7 ~~requiring a retail pet store to conspicuously post a certain notice of purchaser's~~
 8 ~~rights under this Act; requiring a retail pet store to provide a written notice of~~
 9 ~~purchaser's rights under this Act at a certain time in a certain manner;~~
 10 ~~requiring a retail pet store that makes a certain representation related to a~~
 11 ~~dog's registration to provide a certain notice to a purchaser at the time of the~~
 12 ~~sale in a certain manner; prohibiting a retail pet store from making certain~~
 13 ~~statements, promises, or representations related to a dog's registration unless~~
 14 ~~the retail pet store provides certain documents to the purchaser within a certain~~
 15 ~~period of time; authorizing a purchaser to seek a certain remedy if a retail pet~~
 16 ~~store does not provide certain documents under certain circumstances;~~
 17 establishing civil penalties for a first or subsequent that a violation of this Act is
 18 an unfair or deceptive trade practice within the meaning of the Maryland
 19 Consumer Protection Act and is subject to certain enforcement and penalty
 20 provisions; establishing that this Act does not limit certain rights or remedies,
 21 the ability to agree to certain additional terms and conditions, or the ability of
 22 the State or a local government to prosecute a retail pet store for any other
 23 violation of laws; making certain conforming changes; providing for the
 24 application of this Act; defining certain terms; and generally relating to
 25 required records, health disclosures, and purchase remedies related to dog sales
 26 by retail pet stores.

27 BY adding to

28 Article – Business Regulation

29 Section 19–701 through ~~19–708~~ 19–707 to be under the new subtitle “Subtitle 7.

30 Retail Pet Stores”

31 Annotated Code of Maryland

32 (2010 Replacement Volume and 2011 Supplement)

33 BY repealing and reenacting, with amendments,

34 Article – Commercial Law

35 Section 13–301(14)(xxvii)

36 Annotated Code of Maryland

37 (2005 Replacement Volume and 2011 Supplement)

38 BY repealing and reenacting, without amendments,

39 Article – Commercial Law

40 Section 13–301(14)(xxviii)

41 Annotated Code of Maryland

42 (2005 Replacement Volume and 2011 Supplement)

43 BY adding to

1 Article – Commercial Law
2 Section 13–301(14)(xxix)
3 Annotated Code of Maryland
4 (2005 Replacement Volume and 2011 Supplement)

5 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
6 MARYLAND, That the Laws of Maryland read as follows:

7 **Article – Business Regulation**

8 **SUBTITLE 7. RETAIL PET STORES.**

9 **19–701.**

10 (A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS
11 INDICATED.

12 (B) “BREEDER” MEANS A PERSON WHO BREEDS OR RAISES DOGS TO
13 SELL, EXCHANGE, OR OTHERWISE TRANSFER TO THE PUBLIC.

14 (C) “CLINICALLY ILL” MEANS AN ILLNESS THAT IS APPARENT TO A
15 LICENSED VETERINARIAN BASED ON OBSERVATION, EXAMINATION, OR TESTING
16 OF THE DOG.

17 (D) (1) “DEALER” MEANS A PERSON WHO, FOR COMPENSATION:

18 (I) BUYS, SELLS, OR NEGOTIATES THE PURCHASE OF A
19 DOG; OR

20 (II) DELIVERS FOR TRANSPORT OR TRANSPORTS A DOG.

21 (2) “DEALER” DOES NOT INCLUDE A PERSON WHO TRANSPORTS A
22 DOG AS A CARRIER ONLY.

23 (E) “NONELECTIVE SURGICAL PROCEDURE” MEANS A SURGICAL
24 PROCEDURE THAT IS NECESSARY TO PRESERVE OR RESTORE THE HEALTH OF
25 AN ANIMAL OR TO CORRECT A CONDITION THAT WOULD:

26 (1) INTERFERE WITH THE ANIMAL’S ABILITY TO WALK, RUN,
27 JUMP, OR OTHERWISE FUNCTION IN A NORMAL MANNER; OR

28 (2) CAUSE PAIN AND SUFFERING TO THE ANIMAL.

29 (F) “PURCHASER” MEANS ANY PERSON WHO PURCHASES A DOG FROM A
30 RETAIL PET STORE.

1 **(G) “RETAIL PET STORE” MEANS A FOR-PROFIT ESTABLISHMENT OPEN**
 2 **TO THE PUBLIC THAT SELLS OR OFFERS FOR SALE DOMESTIC ANIMALS TO BE**
 3 **KEPT AS HOUSEHOLD PETS.**

4 **19-702.**

5 **THIS SUBTITLE DOES NOT APPLY TO A BONA FIDE NONPROFIT**
 6 **ORGANIZATION OPERATING WITHIN A RETAIL PET STORE.**

7 **19-703.**

8 **(A) A RETAIL PET STORE THAT SELLS DOGS SHALL:**

9 **(1) POST CONSPICUOUSLY ON EACH DOG’S CAGE:**

10 **(I) THE BREED, AGE, AND DATE OF BIRTH OF THE DOG, IF**
 11 **KNOWN;**

12 **(II) THE STATE IN WHICH THE BREEDER OR DEALER OF THE**
 13 **DOG IS LOCATED; AND**

14 **(III) THE UNITED STATES DEPARTMENT OF AGRICULTURE**
 15 **LICENSE NUMBER OF THE BREEDER OR DEALER, IF REQUIRED;**

16 **(2) MAINTAIN A WRITTEN RECORD THAT INCLUDES THE**
 17 **FOLLOWING INFORMATION ABOUT EACH DOG IN THE POSSESSION OF THE**
 18 **RETAIL PET STORE:**

19 **(I) THE BREED, AGE, AND DATE OF BIRTH OF THE DOG, IF**
 20 **KNOWN;**

21 **(II) THE SEX, COLOR, AND ANY IDENTIFYING MARKINGS OF**
 22 **THE DOG;**

23 **(III) DOCUMENTATION OF ALL INOCULATIONS, WORMING**
 24 **TREATMENTS, AND OTHER MEDICAL TREATMENTS, IF KNOWN, INCLUDING THE**
 25 **DATE OF THE MEDICAL TREATMENT, THE DIAGNOSES, AND THE NAME AND**
 26 **TITLE OF THE TREATMENT PROVIDER;**

27 **(IV) THE NAME AND ADDRESS OF:**

28 **1. THE BREEDER OR DEALER WHO SUPPLIED THE**
 29 **DOG; AND**

1 **2.** THE FACILITY WHERE THE DOG WAS BORN; AND
2 **~~2.~~ 3.** THE TRANSPORTER OR CARRIER OF THE DOG, IF
3 ANY;

4 **(V)** THE UNITED STATES DEPARTMENT OF AGRICULTURE
5 LICENSE NUMBER OF THE BREEDER OR DEALER, IF REQUIRED;

6 **(VI)** ANY IDENTIFIER INFORMATION, INCLUDING A TAG,
7 TATTOO, COLLAR NUMBER, OR MICROCHIP; AND

8 **(VII)** IF THE DOG IS BEING SOLD AS REGISTERED OR
9 REGISTRABLE:

10 **1.** THE NAMES AND REGISTRATION NUMBERS OF THE
11 SIRE AND DAM; AND

12 **2.** THE LITTER NUMBER; AND

13 **(3)** FOR EACH DOG ACQUIRED BY THE RETAIL PET STORE,
14 MAINTAIN A WRITTEN RECORD OF THE HEALTH, STATUS, AND DISPOSITION OF
15 THE DOG, INCLUDING ANY DOCUMENTS THAT ARE REQUIRED AT THE TIME OF
16 SALE.

17 **(B)** A RETAIL PET STORE SHALL MAINTAIN A COPY OF THE RECORDS
18 REQUIRED UNDER SUBSECTION (A)(2) OF THIS SECTION FOR AT LEAST 1 YEAR
19 AFTER THE DATE OF SALE OF THE DOG.

20 **(C)** A RETAIL PET STORE SHALL MAKE THE RECORDS REQUIRED UNDER
21 SUBSECTION (A)(2) OF THIS SECTION AVAILABLE TO:

22 **(1)** THE ~~DEPARTMENT~~ DIVISION OF CONSUMER PROTECTION OF
23 THE OFFICE OF THE ATTORNEY GENERAL ON REASONABLE NOTICE;

24 **(2)** ANY BONA FIDE PROSPECTIVE PURCHASER ON REQUEST; AND

25 **(3)** THE PURCHASER AT THE TIME OF A SALE.

26 ~~19-703.~~ 19-704.

27 ~~A RETAIL PET STORE SHALL PROVIDE TO A PURCHASER AT THE TIME OF A~~
28 ~~SALE OF A DOG A WRITTEN DISCLOSURE THAT:~~

1 ~~(1) IS SIGNED AND DATED BY THE OWNER OR OPERATOR OF THE~~
2 ~~RETAIL PET STORE AND THE PURCHASER;~~

3 ~~(2) INCLUDES A STATEMENT BY THE RETAIL PET STORE:~~

4 ~~(I) STATING THAT, AT THE TIME OF THE SALE, THE DOG~~
5 ~~HAS NO KNOWN DISEASE, ILLNESS, OR CONGENITAL OR HEREDITARY~~
6 ~~CONDITION THAT ADVERSELY AFFECTS THE HEALTH OF THE DOG OR IS LIKELY~~
7 ~~TO ADVERSELY AFFECT THE HEALTH OF THE DOG IN THE FUTURE; OR~~

8 ~~(II) IDENTIFYING ANY KNOWN DISEASE, ILLNESS, OR~~
9 ~~CONGENITAL OR HEREDITARY CONDITION THAT ADVERSELY AFFECTS THE~~
10 ~~HEALTH OF THE DOG OR IS LIKELY TO ADVERSELY AFFECT THE HEALTH OF THE~~
11 ~~DOG IN THE FUTURE; AND~~

12 ~~(3) IF THE DOG HAS NOT RECEIVED A VETERINARY EXAMINATION,~~
13 ~~INCLUDES A STATEMENT THAT THE DOG HAS NOT RECEIVED A VETERINARY~~
14 ~~EXAMINATION BEFORE THE SALE.~~

15 (A) A RETAIL PET STORE SHALL PROVIDE TO A PURCHASER AT THE
16 TIME OF A SALE OF A DOG:

17 (1) A HEALTH CERTIFICATE FROM A VETERINARIAN LICENSED IN
18 THE STATE ISSUED WITHIN 30 DAYS BEFORE THE DATE OF SALE CERTIFYING
19 THAT THE DOG:

20 (I) HAS NO KNOWN DISEASE, ILLNESS, OR CONGENITAL OR
21 HEREDITARY CONDITION WHICH IS DIAGNOSABLE WITH REASONABLE
22 ACCURACY; AND

23 (II) DOES NOT APPEAR TO BE CLINICALLY ILL FROM
24 PARASITIC INFECTION AT THE TIME OF THE EXAMINATION;

25 (2) THE WRITTEN RECORD ABOUT THE DOG MAINTAINED BY THE
26 RETAIL PET STORE UNDER § 19-703(A)(2) OF THIS SUBTITLE; AND

27 (3) A STATEMENT NOTIFYING THE PURCHASER OF THE SPECIFIC
28 RIGHTS AVAILABLE TO THE PURCHASER UNDER THIS SUBTITLE.

29 (B) IT IS AN UNFAIR OR DECEPTIVE TRADE PRACTICE WITHIN THE
30 MEANING OF TITLE 13 OF THE COMMERCIAL LAW ARTICLE FOR A RETAIL PET
31 STORE TO INCLUDE ANY FALSE OR MISLEADING STATEMENTS IN THE HEALTH
32 CERTIFICATE OR WRITTEN RECORD PROVIDED TO A PURCHASER UNDER
33 SUBSECTION (A) OF THIS SECTION.

1 ~~19-704.~~ 19-705.

2 (A) (1) A PERSON WHO PURCHASED A DOG FROM A RETAIL PET
3 STORE IS ENTITLED TO A REMEDY UNDER THIS SECTION IF:

4 (I) WITHIN ~~21~~ 7 DAYS AFTER THE DATE OF THE SALE, ~~A~~ THE
5 PERSON HAD THE DOG EXAMINED BY A VETERINARIAN LICENSED IN THE STATE
6 AND, WITHIN 14 DAYS AFTER THE DATE OF THE SALE, THE LICENSED
7 VETERINARIAN STATES IN WRITING THAT THE DOG SUFFERS FROM OR HAS DIED
8 OF A DISEASE OR ILLNESS ADVERSELY AFFECTING THE HEALTH OF THE DOG
9 AND THAT EXISTED IN THE DOG ON OR BEFORE THE DATE OF DELIVERY TO THE
10 PURCHASER; OR

11 (II) WITHIN ~~1-YEAR~~ 180 DAYS AFTER THE DATE OF THE
12 SALE, A LICENSED VETERINARIAN STATES IN WRITING THAT THE DOG
13 POSSESSES OR HAS DIED OF A CONGENITAL OR HEREDITARY CONDITION
14 ADVERSELY AFFECTING THE HEALTH OF THE DOG OR THAT REQUIRES
15 HOSPITALIZATION OR A NONELECTIVE SURGICAL PROCEDURE.

16 (2) INTESTINAL OR EXTERNAL PARASITES MAY NOT BE
17 CONSIDERED TO ADVERSELY AFFECT THE HEALTH OF THE DOG UNLESS THE
18 PRESENCE OF THE PARASITES MAKES THE DOG CLINICALLY ILL.

19 (B) (1) A PURCHASER ENTITLED TO A REMEDY UNDER SUBSECTION
20 (A) OF THIS SECTION MAY:

21 (I) RETURN THE DOG TO THE RETAIL PET STORE FOR A
22 FULL REFUND OF THE PURCHASE PRICE;

23 (II) EXCHANGE THE DOG FOR ANOTHER DOG OF
24 COMPARABLE VALUE CHOSEN BY THE PURCHASER, IF AVAILABLE; OR

25 (III) RETAIN THE DOG AND BE REIMBURSED BY THE RETAIL
26 PET STORE FOR REASONABLE AND DOCUMENTED VETERINARY FEES FOR
27 DIAGNOSIS AND TREATMENT OF THE DOG, NOT EXCEEDING ~~THREE TIMES~~ THE
28 PURCHASE PRICE OF THE DOG.

29 (2) ~~VETERINARY FEES UNDER PARAGRAPH (1)(III) OF THIS~~
30 ~~SUBSECTION SHALL BE CONSIDERED REASONABLE IF:~~

31 ~~(I) THE SERVICES PROVIDED ARE APPROPRIATE FOR THE~~
32 ~~DIAGNOSIS AND TREATMENT OF THE DISEASE, ILLNESS, OR CONGENITAL OR~~
33 ~~HEREDITARY CONDITION; AND~~

1 ~~(II) THE COST OF THE SERVICES IS COMPARABLE TO THAT~~
2 ~~CHARGED FOR SIMILAR SERVICES BY OTHER LICENSED VETERINARIANS~~
3 ~~LOCATED IN CLOSE PROXIMITY TO THE TREATING VETERINARIAN.~~

4 ~~(3) UNLESS THE OWNER OR OPERATOR OF THE RETAIL PET~~
5 ~~STORE CONTESTS A REIMBURSEMENT REQUIRED UNDER PARAGRAPH (1)(III) OF~~
6 ~~THIS SUBSECTION, THE REIMBURSEMENT SHALL BE MADE TO THE PURCHASER~~
7 ~~NO LATER THAN 10 BUSINESS DAYS AFTER THE RETAIL PET STORE RECEIVES~~
8 ~~THE VETERINARIAN'S STATEMENT UNDER SUBSECTION ~~(C)(1)~~ (C) OF THIS~~
9 ~~SECTION.~~

10 ~~(C) (1)~~ TO OBTAIN A REMEDY UNDER THIS SECTION, A PURCHASER
11 SHALL:

12 ~~(I) NOTIFY THE OWNER OR OPERATOR OF THE RETAIL PET~~
13 ~~STORE WITHIN 3 BUSINESS DAYS AFTER A DIAGNOSIS BY A LICENSED~~
14 ~~VETERINARIAN OF A DISEASE, ILLNESS, OR CONGENITAL OR HEREDITARY~~
15 ~~CONDITION OF THE DOG FOR WHICH THE PURCHASER IS SEEKING A REMEDY;~~

16 ~~(II) PROVIDE TO THE OWNER OR OPERATOR OF THE RETAIL~~
17 ~~PET STORE, WITHIN 5 BUSINESS DAYS AFTER RECEIPT, A WRITTEN STATEMENT~~
18 ~~FROM A LICENSED VETERINARIAN WITHIN 5 BUSINESS DAYS AFTER A~~
19 ~~DIAGNOSIS BY THE VETERINARIAN THAT THE DOG SUFFERS FROM OR HAS DIED~~
20 ~~OF A DISEASE, ILLNESS, OR CONGENITAL OR HEREDITARY CONDITION~~
21 ~~ADVERSELY AFFECTING THE HEALTH OF THE DOG AND THAT EXISTED IN THE~~
22 ~~DOG ON OR BEFORE THE DATE OF DELIVERY TO THE PURCHASER.~~

23 ~~(III) ON REQUEST OF THE OWNER OR OPERATOR OF THE~~
24 ~~RETAIL PET STORE, TAKE THE DOG FOR AN EXAMINATION BY A LICENSED~~
25 ~~VETERINARIAN CHOSEN BY THE OWNER OR OPERATOR OF THE RETAIL PET~~
26 ~~STORE, AT THE EXPENSE OF THE RETAIL PET STORE;~~

27 ~~(IV) IF THE DOG HAS DIED, ON REQUEST OF THE OWNER OR~~
28 ~~OPERATOR OF THE RETAIL PET STORE, TAKE THE DECEASED DOG FOR A~~
29 ~~NECROPSY BY A LICENSED VETERINARIAN CHOSEN BY THE OWNER OR~~
30 ~~OPERATOR OF THE RETAIL PET STORE, AT THE EXPENSE OF THE RETAIL PET~~
31 ~~STORE; AND~~

32 ~~(V) IF THE PURCHASER REQUESTS A REIMBURSEMENT OF~~
33 ~~REASONABLE VETERINARY FEES UNDER SUBSECTION (B)(1)(III) OF THIS~~
34 ~~SECTION, PROVIDE TO THE RETAIL PET STORE AN ITEMIZED BILL FOR THE~~
35 ~~DIAGNOSIS AND TREATMENT OF THE DISEASE, ILLNESS, OR CONGENITAL OR~~

1 ~~HEREDITARY CONDITION OF THE DOG FOR WHICH THE PURCHASER IS SEEKING~~
2 ~~A REMEDY.~~

3 ~~(2) A VETERINARIAN'S STATEMENT UNDER PARAGRAPH (1)(II) OF~~
4 ~~THIS SUBSECTION SHALL INCLUDE:~~

5 ~~(I) THE PURCHASER'S NAME AND ADDRESS;~~

6 ~~(II) A STATEMENT THAT THE VETERINARIAN EXAMINED THE~~
7 ~~DOG;~~

8 ~~(III) THE DATE OR DATES ON WHICH THE DOG WAS~~
9 ~~EXAMINED;~~

10 ~~(IV) THE BREED AND AGE OF THE DOG, IF KNOWN;~~

11 ~~(V) A STATEMENT THAT THE DOG HAS OR HAD A DISEASE,~~
12 ~~ILLNESS, OR CONGENITAL OR HEREDITARY CONDITION THAT IS SUBJECT TO A~~
13 ~~REMEDY; AND~~

14 ~~(VI) THE FINDINGS OF THE EXAMINATION OR NECROPSY,~~
15 ~~INCLUDING LABORATORY RESULTS OR COPIES OF THE RESULTS.~~

16 (D) A PURCHASER IS NOT ENTITLED TO A REMEDY UNDER THIS
17 SECTION IF:

18 (1) THE ILLNESS OR DEATH RESULTED FROM:

19 (I) MALTREATMENT OR NEGLECT BY THE PURCHASER;

20 (II) AN INJURY SUSTAINED AFTER THE DELIVERY OF THE
21 DOG TO THE PURCHASER; OR

22 (III) AN ILLNESS OR DISEASE CONTRACTED AFTER THE
23 DELIVERY OF THE DOG TO THE PURCHASER;

24 (2) THE PURCHASER DOES NOT CARRY OUT THE RECOMMENDED
25 TREATMENT PRESCRIBED BY THE VETERINARIAN WHO MADE THE DIAGNOSIS;

26 (3) THE ILLNESS, DISEASE, OR CONGENITAL OR HEREDITARY
27 CONDITION WAS DISCLOSED AT THE TIME OF PURCHASE; OR

28 ~~(4) THE PURCHASER DOES NOT RETURN TO THE RETAIL PET~~
29 ~~STORE ALL DOCUMENTS PROVIDED TO THE PURCHASER TO REGISTER THE DOG.~~

1 ~~(E) (1) A RETAIL PET STORE MAY CONTEST A REMEDY UNDER THIS~~
2 ~~SECTION BY HAVING THE DOG EXAMINED BY A LICENSED VETERINARIAN AT THE~~
3 ~~EXPENSE OF THE RETAIL PET STORE.~~

4 ~~(2) IF THE PURCHASER AND THE RETAIL PET STORE HAVE NOT~~
5 ~~REACHED AN AGREEMENT WITHIN 10 BUSINESS DAYS AFTER THE EXAMINATION~~
6 ~~OF THE DOG BY THE VETERINARIAN CHOSEN BY THE RETAIL PET STORE;~~

7 ~~(I) THE PURCHASER MAY BRING SUIT IN A COURT OF~~
8 ~~COMPETENT JURISDICTION TO RESOLVE THE DISPUTE; OR~~

9 ~~(H) IF THE PARTIES AGREE IN WRITING, THE PARTIES MAY~~
10 ~~SUBMIT THE DISPUTE TO BINDING ARBITRATION.~~

11 ~~(3) IF THE COURT OR ARBITER FINDS THAT EITHER PARTY ACTED~~
12 ~~IN BAD FAITH IN SEEKING OR DENYING THE REQUESTED REMEDY, THE~~
13 ~~OFFENDING PARTY MAY BE REQUIRED TO PAY REASONABLE ATTORNEY'S FEES~~
14 ~~AND COURT COSTS OF THE ADVERSE PARTY.~~

15 ~~19 705.~~

16 ~~(A) A RETAIL PET STORE THAT SELLS DOGS SHALL CONSPICUOUSLY~~
17 ~~POST A NOTICE STATING THAT PURCHASERS OF DOGS HAVE SPECIFIC RIGHTS~~
18 ~~UNDER THE LAW AND THAT A WRITTEN STATEMENT OF THOSE RIGHTS IS~~
19 ~~AVAILABLE ON REQUEST.~~

20 ~~(B) (1) AT THE TIME OF A SALE OF A DOG OR ON REQUEST OF A~~
21 ~~PROSPECTIVE PURCHASER, A RETAIL PET STORE SHALL PROVIDE A WRITTEN~~
22 ~~NOTICE OF PURCHASER'S RIGHTS UNDER THIS SUBTITLE.~~

23 ~~(2) AT THE TIME A WRITTEN NOTICE IS PROVIDED UNDER~~
24 ~~PARAGRAPH (1) OF THIS SUBSECTION, THE NOTICE SHALL BE SIGNED BY THE~~
25 ~~OWNER OR OPERATOR OF THE RETAIL PET STORE AND THE PURCHASER.~~

26 ~~19 706.~~

27 ~~(A) (1) A RETAIL PET STORE THAT REPRESENTS THAT A DOG SOLD BY~~
28 ~~THE RETAIL PET STORE IS REGISTERED OR REGISTRABLE SHALL PROVIDE THE~~
29 ~~PURCHASER WITH A WRITTEN NOTICE AT THE TIME OF THE SALE THAT STATES:~~
30 ~~"A PEDIGREE OR REGISTRATION DOES NOT ASSURE PROPER BREEDING~~
31 ~~CONDITION, HEALTH, QUALITY, OR CLAIMS TO LINEAGE."~~

~~(2) AT THE TIME A WRITTEN NOTICE IS PROVIDED UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE NOTICE SHALL BE SIGNED BY THE OWNER OR OPERATOR OF THE RETAIL PET STORE AND THE PURCHASER.~~

~~(B) (1) A RETAIL PET STORE MAY NOT STATE, PROMISE, OR REPRESENT TO A PURCHASER, DIRECTLY OR INDIRECTLY, THAT A DOG IS REGISTERED OR REGISTRABLE UNLESS THE RETAIL PET STORE PROVIDES THE PURCHASER WITH THE DOCUMENTS NECESSARY FOR REGISTRATION WITHIN 120 DAYS AFTER THE DATE OF SALE.~~

~~(2) IF THE RETAIL PET STORE DOES NOT PROVIDE THE DOCUMENTS AS REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE PURCHASER MAY:~~

~~(I) PROVIDE WRITTEN NOTICE TO THE RETAIL PET STORE OF THE PURCHASER'S INTENT TO SEEK A REMEDY AUTHORIZED IN ITEM (II) OF THIS PARAGRAPH; AND~~

~~(II) 1. RETURN THE DOG AND ALL ACCOMPANYING DOCUMENTATION TO THE RETAIL PET STORE FOR A FULL REFUND OF THE PURCHASE PRICE; OR~~

~~2. RETAIN THE DOG AND BE REIMBURSED BY THE RETAIL PET STORE FOR 50% OF THE PURCHASE PRICE.~~

~~19-707. 19-706.~~

~~AN OWNER OR OPERATOR OF A RETAIL PET STORE THAT VIOLATES THIS SUBTITLE IS LIABLE FOR A CIVIL PENALTY NOT EXCEEDING:~~

~~(1) \$500 FOR A FIRST OFFENSE; OR~~

~~(2) \$1,000 FOR EACH SUBSEQUENT OFFENSE.~~

A VIOLATION OF THIS SUBTITLE:

(1) IS AN UNFAIR OR DECEPTIVE TRADE PRACTICE WITHIN THE MEANING OF TITLE 13 OF THE COMMERCIAL LAW ARTICLE; AND

(2) IS SUBJECT TO THE ENFORCEMENT AND PENALTY PROVISIONS CONTAINED IN TITLE 13 OF THE COMMERCIAL LAW ARTICLE.

~~19-708. 19-707.~~

