

LEGISLATURE OF NEBRASKA
ONE HUNDRED SIXTH LEGISLATURE
FIRST SESSION

LEGISLATIVE BILL 382

Introduced by Geist, 25.

Read first time January 17, 2019

Committee:

- 1 A BILL FOR AN ACT relating to the Dog and Cat Purchase Protection Act; to
- 2 amend section 54-644, Reissue Revised Statutes of Nebraska, and
- 3 sections 54-645 and 54-646, Revised Statutes Cumulative Supplement,
- 4 2018; to define a term; to change a provision relating to a written
- 5 disclosure statement; to provide a records requirement; to prohibit
- 6 sales of inbred dogs as prescribed; to provide for preemption of
- 7 local law; to harmonize provisions; and to repeal the original
- 8 sections.
- 9 Be it enacted by the people of the State of Nebraska,

1 Section 1. Section 54-644, Reissue Revised Statutes of Nebraska, is
2 amended to read:

3 54-644 Sections 54-644 to 54-650 and sections 4 to 6 of this act
4 shall be known and may be cited as the Dog and Cat Purchase Protection
5 Act.

6 Sec. 2. Section 54-645, Revised Statutes Cumulative Supplement,
7 2018, is amended to read:

8 54-645 For purposes of the Dog and Cat Purchase Protection Act:

9 (1) Casual breeder means any person, other than a commercial dog or
10 cat breeder as such terms are defined in section 54-626, who offers for
11 sale, sells, trades, or receives consideration for one or more pet
12 animals from a litter produced by a female dog or cat owned by such
13 casual breeder;

14 (2) Clinical symptom means indication of an illness or dysfunction
15 that is apparent to a veterinarian based on the veterinarian's
16 observation, examination, or testing of an animal or on a review of the
17 animal's medical records;

18 (3) Health certificate means the official small animal certificate
19 of veterinary inspection of the Bureau of Animal Industry of the
20 Department of Agriculture;

21 (4) Pet animal means a dog, wholly or in part of the species *Canis*
22 *familiaris*, or a cat, wholly or in part of the species *Felis domesticus*,
23 that is under fifteen months of age;

24 (5) Pet shop has the same meaning as in section 54-626;

25 (6) {5} Purchaser means the final owner of a pet animal purchased
26 from a seller. Purchaser does not include a person who purchases a pet
27 animal for resale;

28 (7) {6} Seller means a casual breeder or any commercial
29 establishment, including a commercial dog or cat breeder, dealer, or pet
30 shop as such terms are defined in section 54-626, that engages in a
31 business of selling pet animals to a purchaser. A seller does not include

1 an animal control facility, animal rescue, or animal shelter as defined
2 in section 54-626 or any animal adoption activity that an animal control
3 facility, animal rescue, or animal shelter conducts offsite at any pet
4 store or other commercial establishment; and

5 ~~(8)(a)~~ ~~(7)(a)~~ Serious health problem means a congenital or
6 hereditary defect or contagious disease that causes severe illness or
7 death of the pet animal.

8 (b) Serious health problem does not include (i) parvovirus if the
9 diagnosis of parvovirus is made after the seven-business-day requirement
10 in subsection (1) of section 54-647 or (ii) any other contagious disease
11 that causes severe illness or death after ten calendar days after
12 delivery of the pet animal to the purchaser.

13 Sec. 3. Section 54-646, Revised Statutes Cumulative Supplement,
14 2018, is amended to read:

15 54-646 (1) A seller shall have available for customer review, and
16 deliver to the purchaser at the time of sale of a pet animal, a written
17 disclosure statement containing the following information regarding the
18 pet animal:

19 (a) The name, address, and license number of any animal control
20 facility, animal rescue, animal shelter, commercial dog or cat breeder,
21 or dealer as such terms are defined in section 54-626 or, if applicable,
22 the United States Department of Agriculture license number of the breeder
23 or any broker who has had possession of the animal prior to the seller's
24 possession;

25 (b) The date of the pet animal's birth, if known, the state in which
26 the pet animal was born, if known, and the date the seller received the
27 pet animal;

28 (c) The sex and color of the pet animal, any other identifying marks
29 apparent upon the pet animal, and the breed of the pet animal, if known,
30 or a statement that the breed of the pet animal is unknown or the pet
31 animal is of mixed breed;

1 (d) The pet animal's individual identifying tag, tattoo, microchip
2 number, or collar number;

3 (e) The names and registration numbers of the sire and dam and the
4 litter number, if applicable and if known;

5 (f) A record of any vaccination, worming treatment, or medication
6 administered to the pet animal while in the possession of the seller and,
7 if known, any such vaccination, treatment, or medication administered to
8 the pet animal prior to the date the seller received the pet animal; and

9 (g) The date or dates of any examination of the pet animal by a
10 licensed veterinarian while in the possession of the seller.

11 (2) The seller may include any of the following with the written
12 disclosure statement required by subsection (1) of this section:

13 (a) A statement that a veterinarian examined the pet animal and, at
14 the time of the examination, the pet animal had no apparent or clinical
15 symptoms of a serious health problem that would adversely affect the
16 health of the pet animal at the time of sale or that is likely to
17 adversely affect the health of the pet animal in the future; and

18 (b) A record of any serious health problem that adversely affects
19 the pet animal at the time of sale or that is likely to adversely affect
20 the health of the pet animal in the future.

21 (3) The written disclosure statement made pursuant to this section
22 shall be signed by the seller certifying the accuracy of the written
23 disclosure statement and by the purchaser acknowledging receipt of the
24 written disclosure statement. In addition to information required to be
25 given to a purchaser under this section, at the time of sale the seller
26 shall provide the purchaser with written notice of the existence of the
27 purchaser's rights and responsibilities under the Dog and Cat Purchase
28 Protection Act or a legible copy of the act.

29 (4) If the pet animal is sold to a purchaser who resides outside of
30 the state or intends that the pet animal will be relocated or permanently
31 domiciled outside of the state, the seller shall provide the purchaser

1 with a health certificate signed by a licensed veterinarian who has
2 examined the pet animal and is authorized to certify such certificate.

3 (5) The seller shall maintain a copy of any written disclosure
4 statements made and any other records on the health, status, or
5 disposition of each pet animal for at least one year after the date of
6 sale to a purchaser.

7 Sec. 4. In addition to the records retention requirement under
8 section 54-646, a pet shop shall maintain records sufficient to document
9 the source of each pet animal for the duration of its housing at such pet
10 shop and for at least one year after the date of sale to a purchaser.

11 Sec. 5. No pet shop shall knowingly sell a dog that was produced by
12 inbreeding or linebreeding a dog with its own parent or offspring.

13 Sec. 6. Unless otherwise provided by the Dog and Cat Purchase
14 Protection Act, no municipality shall (1) adopt, enact, or enforce a
15 local law, ordinance, resolution, rule, or regulation having the force of
16 law to regulate or prohibit any activity governed by the act or (2)
17 interpret or apply any law of general application to circumvent any
18 provision of the act.

19 Sec. 7. Original section 54-644, Reissue Revised Statutes of
20 Nebraska, and sections 54-645 and 54-646, Revised Statutes Cumulative
21 Supplement, 2018, are repealed.