

SENATE BILL 519

By Massey

AN ACT to amend Tennessee Code Annotated, Title 44,  
Chapter 17, relative to enacting the "Tennessee  
Retail Pet Store Consumer Protection Act."

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 44, Chapter 17, is amended by adding the following as a new part:

**44-17-801.** This part shall be known and may be cited as the "Tennessee Retail Pet Store Consumer Protection Act."

**44-17-802.** As used in this part:

(1) "Companion animal" means any dog, defined as any live dog of the species *Canis familiaris*, or cat, defined as any live cat of the species *Felis catus*;

(2) "Retail pet store" means a retail establishment:

(A) That sells companion animals to the public; and

(B) Where the salesperson, the companion animal buyer, and the companion animal for sale are physically present during the sales transaction so that the buyer may personally observe the companion animal and help ensure its health prior to taking possession of the companion animal; and

(3) "Veterinarian" means a person who is licensed to practice veterinary medicine in this state under § 63-12-112.

**44-17-803.**

(a)

(1) At the time of sale of a dog at a retail pet store, an owner or employee of the retail pet store must provide the purchaser with a written notice, in at least twelve-point bold-face type, listing the purchaser's rights under subsection (b) and the following:

(A) A statement that no owner or employee of a retail pet store may sell, deliver, barter, auction, broker, give away, or transfer a dog:

(i) That is less than eight (8) weeks old;

(ii) Without a statement of veterinary inspection signed by a veterinarian;

(iii) Without a permanent implanted identification microchip;

(iv) To a person who is younger than eighteen (18) years of age as verified by valid photo identification; or

(v) Acquired from anyone listed as an animal abuser under the Tennessee Animal Abuser Registration Act, compiled in title 40, chapter 39, part 1;

(B) A description of the dog, including breed, sex, and color, if known;

(C) The date of sale;

(D) The name, address, and telephone number of the purchaser; and

(E) The sale price of the dog.

(2) The written notice may be contained in a written contract, an animal history certificate, or a separate document.

(3) An employee or owner of the retail pet store must certify the written notice by signing the document in which it is contained.

(4) A retail pet store must maintain a copy of the written notice, or any document in which the written notice is contained, for a period of at least two (2) years from the date of the sale.

(b)

(1) Except as otherwise provided under this part, if, within fourteen (14) days immediately following the sale of a dog by a retail pet store, a veterinarian of the purchaser's choosing determines the dog to be unfit for purchase due to illness, a congenital malformation that adversely affects the dog's health, or the presence of symptoms of a contagious or infectious disease, the retail pet store, in addition to any other warranty provided to the purchaser, must provide the purchaser the right to retain the dog and receive reimbursement from the retail pet store for the reasonable cost of veterinary services, in an amount up to the purchase price of the dog, from a veterinarian of the purchaser's choosing, for the purpose of treating the condition that made the dog unfit for purchase.

(2) For purposes of determining the reasonableness of the cost of veterinary services for which reimbursement must be made under subdivision (b)(1), the cost of such services will be deemed reasonable if the cost is substantially similar to the cost of the same services rendered by other veterinarians in close geographic proximity to the treating veterinarian.

(3) For the purpose of determining the amount of reimbursement that must be made under subdivision (b)(1), the reimbursement shall not include the costs of initial veterinary examination or diagnostic fees that

are not directly related to the veterinarian's determination that the dog is unfit for purchase.

(c) A veterinarian who determines that a dog is unfit for purchase must provide the dog's owner with a written statement that includes, but is not limited to, the following information:

- (1) The dog's breed, if known;
- (2) The dog's age, if known;
- (3) The dog's sex;
- (4) The dog's color;
- (5) The name of the dog's owner;
- (6) The date that the veterinarian examined the dog;
- (7) Any diagnosis made by the veterinarian that the veterinarian

relied on in making the determination that the dog is unfit for purchase; provided, that a veterinarian shall not base a determination that the dog is unfit for purchase on the following diagnoses:

(A) Intestinal parasites; or

(B) Any injury or illness that, in the professional judgment of the veterinarian, occurred or was contracted after the purchaser took possession of the dog;

(8) Copies of reports from testing that the veterinarian ordered or relied on in making a diagnosis disclosed under subdivision (c)(7);

(9) Any treatment that the veterinarian recommends or prescribes for the treatment of conditions diagnosed and disclosed under subdivision (c)(7); and

(10) The estimated or, if known, the actual cost of any treatment recommended or prescribed and disclosed under subdivision (c)(9).

(d) A retail pet store must provide the reimbursement required by subdivision (b)(1) to a person who:

(1) Purchased a dog from the retail pet store and makes a request for reimbursement;

(2) Provides the retail pet store with a veterinarian's statement that contains the information required by subsection (c); provided, that the veterinarian's statement must be:

(A) Based on an examination of the dog that occurred within fourteen (14) days of the dog's purchase; and

(B) Delivered to the retail pet store within three (3) business days immediately following the purchaser's receipt of the veterinarian's statement;

(3) Provides the retail pet store with an itemized bill of charges for examination and testing that resulted in a diagnosis disclosed under subdivision (c)(7), and treatment disclosed under subdivision (c)(9); and

(4) Provides the retail pet store with the original copy of the written notice or any document containing the written notice that was provided to the purchaser under subsection (a).

(e) Except as provided in subsection (f) and § 44-17-804, reimbursement required by subsection (b) must be provided within ten (10) business days immediately following the retail pet store's receipt of the purchaser's timely request accompanied by the documentation required under subdivisions (d)(2)-(4).

(f)

(1) A retail pet store may contest a request for reimbursement made by a purchaser under this section by requesting that the purchaser produce the dog for examination by a veterinarian designated by the retail pet store. If the purchaser does not produce the dog for examination by a veterinarian designated by the retail pet store within fourteen (14) days of being requested to do so, the purchaser forfeits any right to claim reimbursement under subsection (b).

(2) If a dog's purchaser and the retail pet store are unable to resolve a request for reimbursement within ten (10) business days immediately following receipt of the dog for an examination by a veterinarian designated by the retail pet store, the purchaser may initiate a civil action for such reimbursement in a court of competent jurisdiction.

(g) Nothing in this section may be construed to limit the rights or remedies that are otherwise available to a dog's purchaser.

**44-17-804.** A retail pet store may not be required to reimburse veterinary costs under § 44-17-803(b) if:

(1) The dog's illness, injury, or death resulted from maltreatment or neglect, or from an injury sustained or an illness contracted, subsequent to the purchase of the dog;

(2) The purchaser fails to carry out the recommended treatment prescribed by the examining veterinarian who made a diagnosis disclosed under § 44-17-803(c)(7); provided, this subdivision (2) shall bar reimbursement if the cost for the treatment together with the veterinarian's fee for the examination that

resulted in the diagnosis disclosed under § 44-17-803(c)(7) exceeds the purchase price of the dog, including sales tax;

(3) A written disclosure was provided to the purchaser at the time of sale of any known disease or illness, and any congenital or hereditary condition, that adversely affected the health of the dog at the time of sale, and the disclosed disease, illness, or condition is the reason for which the purchaser seeks to return the dog; or

(4) The purchaser refuses to return to the retail pet store all documents previously provided to the purchaser for the purpose of registering the dog.

**44-17-805.** The general assembly, by enacting this part, intends to preempt any local ordinance or resolution adopted to regulate the sale, delivery, barter, auction, broker, or transfer of a companion animal to a person from a retail pet store. No political subdivision or agency may enact or enforce a law, ordinance, resolution, or regulation that regulates or prohibits any conduct in the area covered by this part.

SECTION 2. This act shall take effect July 1, 2017, the public welfare requiring it, and shall apply to all sales of companion animals at retail pet shops made on and after such date.