

CALIFORNIA HEALTH AND SAFETY CODE, DIVISION 105, PART 6:

CHAPTER 5. SALE OF DOGS AND CATS

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122045. (a) This article shall be known and may be cited as the Polanco-Lockyer Pet Breeder Warranty Act.

(b) Every breeder of dogs shall comply with this article. As used in this article, "dog breeder," or "breeder" means a person, firm, partnership, corporation, or other association that has sold, transferred, or given away all or part of three or more litters or 20 or more dogs during the preceding 12 months that were bred and reared on the premises of the person, firm, partnership, corporation, or other association.

(c) For the purposes of this article, "purchaser" means any person who purchases a dog from a breeder.

(d) This article shall not apply to pet dealers regulated under Article 2 (commencing with Section 122125), or to publicly operated pounds, humane societies, or privately operated rescue organizations.

122050. (a) Every breeder of dogs shall deliver to each purchaser of a dog a written disclosure containing all of the following:

(1) The breeder's name and address. If the breeder is a dealer licensed by the United States Department of Agriculture, the federal dealer identification number shall also be indicated.

(2) The date of the dog's birth and the date the breeder received the dog. If the dog is not advertised or sold as purebred, registered, or registerable, the date of birth may be approximated if not known by the breeder.

(3) The breed, sex, color, and identifying marks at the time of sale, if any. If the dog is from a United States Department of Agriculture licensed source, the individual identifying tag, tattoo, or collar number for that animal. If the breed is unknown or mixed, the record shall so indicate.

(4) If the dog is being sold as being capable of registration, the names and registration numbers of the sire and dam, and the litter number, if known.

(5) A record of inoculations and worming treatments administered, if any, to the dog as of the time of sale, including dates of administration and the type of vaccine or worming treatment.

(6) A record of any veterinarian treatment or medication received by the dog while in the possession of the breeder and either of the following:

(A) A statement, signed by the breeder at the time of sale, that:

(i) The dog has no known disease or illness.

(ii) The dog has no known congenital or hereditary condition that adversely affects the health of the dog at the time of the sale or that is likely to adversely affect the health of the dog in the future.

(B) A record of any known disease, illness, or congenital or hereditary condition that adversely affects the health of the dog at the time of sale, or that is likely to affect the health of the dog in the future, along with a statement signed by a veterinarian licensed in the State of California that authorizes the sale of the dog, recommends necessary treatment, if any, and verifies that the disease, illness, or condition does not require hospitalization or nonelective surgical procedures, nor is it likely to require hospitalization or nonelective surgical procedures in the future. A veterinarian statement is not required for intestinal or external parasites unless their presence makes the dog clinically ill or is likely to make the dog clinically ill. The statement shall be valid for seven days following examination of the dog by the veterinarian.

(b) The written disclosure made pursuant to this section shall be signed by both the breeder certifying the accuracy of the statement, and by the purchaser of the dog acknowledging receipt of the statement.

(c) In addition, all medical information required to be disclosed pursuant to this section shall be made orally by the breeder to the purchaser.

(d) For purposes of this article, a disease, illness, or congenital or hereditary condition that adversely affects the health of the dog at the time of sale, or is likely to adversely affect the health of the dog in the future, shall be one that is apparent at the time of sale or that should have been known by the breeder from the history of veterinary treatment disclosed pursuant to this section.

(e) For the purpose of this article, "nonelective surgical procedure" means a surgical procedure that is necessary to preserve or restore the health of the dog, to prevent the dog from experiencing pain or discomfort, or to correct a condition that would otherwise interfere with the dog's ability to walk, run, jump, or otherwise function in a normal manner.

(f) For the purposes of this article, "clinically ill" means an illness that is apparent to a veterinarian based on observation, examination, or testing of the dog, or upon a review of the medical records relating to the dog.

122055. A breeder shall maintain a written record on the health, status, and disposition of each dog for a period of not less than one year after disposition of the dog. The record shall also include all of the information that the breeder is required to disclose pursuant to Section 122050.

122060. Except as provided for in paragraph (6) of subdivision (a) of Section 122050, no breeder shall knowingly sell a dog that is diseased, ill or has a condition, any one of which that requires hospitalization or nonelective surgical procedures. In lieu of the civil penalties imposed pursuant to Section 122110, any breeder who violates this section shall be subject to a civil penalty of up to one thousand dollars (\$1,000), or shall be prohibited from selling dogs for up to 30 days, or both. If there is a second offense, the breeder shall be subject to a civil penalty of up to two thousand five hundred dollars (\$2,500), or a prohibition from selling dogs for up to 90 days, or both. For a third offense, the breeder shall be subject to a civil penalty of up to five thousand dollars (\$5,000), or a prohibition from selling dogs for up to six months, or both. For a fourth and subsequent offense, the breeder shall be subject to a civil penalty of up to ten thousand dollars (\$10,000) or a prohibition from selling dogs for up to one year, or both. For the purpose of this section, a violation that occurred over five years prior to the most recent violation shall not be considered.

An action for recovery of the civil penalty and for a court order enjoining the breeder from engaging in the business of selling dogs at retail for the period set forth in this section, may be prosecuted by the district attorney for the county in which the violation occurred, or the city attorney for the city in that the violation occurred, in the appropriate court.

122065. It shall be unlawful for a breeder to fail to do any of the following:

(a) Maintain facilities where the dogs are kept in a sanitary condition.

(b) Provide dogs with adequate nutrition and potable water.

(c) Provide adequate space appropriate to the age, size, weight, and breed of dog. For purposes of this subdivision, "adequate space" means sufficient space for the dog to stand up, sit down, and turn about freely using normal body movements, without the head touching the top of the cage, and to lie in a natural position.

(d) Provide dogs with a rest board, floormat, or similar device that can be maintained in a sanitary condition.

(e) Provide dogs with adequate socialization and exercise. For the purpose of this article, "socialization" means physical contact with other dogs and with human beings.

(f) Wash hands before and after handling each infectious or contagious dog.

(g) Provide veterinary care without delay when necessary.

122065.5. It shall be unlawful for a breeder to primarily house a dog on wire flooring.

122070. (a) If a licensed veterinarian states in writing that within 15 days after the purchaser has taken physical possession of a dog following the sale by a breeder, the dog has become ill due to any illness or disease that existed in the dog on or before delivery of the dog to the purchaser, or, if within one year after the purchaser has taken physical possession of the dog after the sale by a breeder, a veterinarian licensed in

this state states in writing that the dog has a congenital or hereditary condition that adversely affects the health of the dog, or that requires, or is likely in the future to require, hospitalization or nonelective surgical procedures, the dog shall be considered unfit for sale, and the breeder shall provide the purchaser with any of the following remedies that the purchaser elects:

(1) Return the dog to the breeder for a refund of the purchase price, plus sales tax, and reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed the original purchase price of the dog, including sales tax.

(2) Exchange the dog for a dog of the purchaser's choice of equivalent value, providing a replacement dog is available, and receive reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed the original purchase price of the dog, plus sales tax on the original purchase price of the dog.

(3) Retain the dog, and receive reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed 150 percent of the original purchase price of the dog, plus sales tax.

(b) If the dog has died, regardless of the date of death of the dog, obtain a refund for the purchase price of the dog, plus sales tax, or a replacement dog of equivalent value of the purchaser's choice, and reimbursement for reasonable veterinary fees for diagnosis and treatment of the dog in an amount not to exceed the purchase price of the dog, plus sales tax, if any of the following conditions exist:

(1) A veterinarian, licensed in this state, states in writing that the dog has died due to an illness or disease that existed within 15 days after the purchaser obtained physical possession of the dog after the sale by a breeder.

(2) A veterinarian, licensed in this state, states in writing that the dog has died due to a congenital or hereditary condition that was diagnosed by the veterinarian within one year after the purchaser obtained physical possession of the dog after the sale by a breeder.

122075. (a) There shall be a rebuttable presumption that an illness existed at the time of sale if the animal dies within 15 days of delivery to the purchaser.

(b) For purposes of Section 122070, a finding by a veterinarian of intestinal or external parasites shall not be grounds for declaring a dog unfit for sale unless their presence makes the dog clinically ill or is likely to make the dog clinically ill.

(c) For purposes of Section 122070, the value of veterinary services shall be deemed reasonable if the services rendered are appropriate for the diagnosis and treatment of illness or congenital or hereditary condition made by the veterinarian and the value of the services is comparable to the value of similar services rendered by other licensed veterinarians in proximity to the treating veterinarian.

122080. To obtain the remedies provided for in Section 122070, the purchaser shall substantially comply with all of the following requirements:

(a) Notify the breeder as soon as possible but no later than five days of the diagnosis by a veterinarian licensed in this state of a medical or health problem, including a congenital or hereditary condition and of the name and telephone number of the veterinarian providing the diagnosis.

(b) Return the dog to the breeder, in the case of illness or congenital or hereditary condition, along with a written statement from a veterinarian licensed in this state, stating the dog to be unfit for purchase due to illness, a congenital or hereditary condition, or the presence of symptoms of a contagious or infectious disease, that existed on or before delivery of the dog to the purchaser, and that adversely affects the health of the dog. The purchaser shall return the dog along with a copy of the veterinarian's statement as soon as possible but no later than five days of receipt of the veterinarian's statement.

(c) Provide the breeder, in the event of death, with a written statement from a veterinarian licensed in this state stating that the dog died from an illness that existed on or before the delivery of the dog to the purchaser. The presentation of the statement shall be sufficient proof to claim reimbursement or replacement and the return of the deceased dog to the breeder shall not be required.

122085. No refund, replacement, or reimbursement of veterinary fees shall be made under Section 122070 if any of the following conditions exist:

(a) The illness, condition, or death resulted from maltreatment or neglect or from an injury sustained or an illness or condition contracted subsequent to the delivery of the dog to the purchaser.

(b) The purchaser fails to carry out the recommended treatment prescribed by the examining veterinarian who made the initial diagnosis. However, this subdivision shall not apply if the cost for the treatment together with the veterinarian's fee for the diagnosis would exceed the purchase price of the dog, plus sales tax.

(c) A veterinarian's statement was provided to the purchaser pursuant to subparagraph (B) of paragraph (6) of subdivision (a) of Section 122050 that disclosed the disease, illness, or condition for which the purchaser seeks to return the dog. However, this subdivision shall not apply if, within one year after the purchaser took physical possession of the dog, a veterinarian licensed in this state states in writing that the disease, illness, or condition requires, or is likely in the future to require, hospitalization or nonelective surgical procedures or that the disease, illness, or condition resulted in the death of the dog.

(d) The purchaser refuses to return to the breeder all documents previously provided to the purchaser for the purpose of registering the dog. This subdivision shall not apply if the purchaser signs a statement certifying that the documents have been inadvertently lost or destroyed.

122090. (a) The veterinarian's statement pursuant to Section 122070 shall contain all of the following information:

(1) The purchaser's name and address.

(2) The date or dates the dog was examined.

(3) The breed and age of the dog, if known.

(4) That the veterinarian examined the dog.

(5) That the dog has or had disease, illness, or a hereditary or congenital condition, as described in Section 122050 that renders it unfit for purchase or resulted in its death.

(6) The precise findings of the examination or necropsy, including laboratory results or copies of laboratory reports.

(b) If a refund for reasonable veterinary expenses is being requested, the veterinarian's statement shall be accompanied by an itemized bill of fees appropriate for the diagnosis and treatment of the illness or congenital or hereditary condition.

(c) Refunds and payment of reimbursable expenses provided for in Section 122070 shall be paid, unless contested, by the breeder to the purchaser not later than 10 business days following receipt of the veterinarian's statement required by Section 122070 or, where applicable, not later than 10 business days after the date on that the dog is returned to the breeder.

122095. (a) In the event that a breeder wishes to contest a demand for any of the remedies specified in Section 122070, the breeder may, except in the case of the death of the dog, require the purchaser to produce the dog for examination by a licensed veterinarian designated by the breeder. The breeder shall pay the cost of this examination.

(b) If the purchaser and the breeder are unable to reach an agreement within 10 business days following receipt by the breeder of the veterinarian's statement pursuant to Section 122070, or following receipt of the dog for examination by a veterinarian designated by the breeder, whichever is later, the purchaser may initiate an action in a court of competent jurisdiction to resolve the dispute or the parties may submit to binding arbitration if mutually agreed upon by the parties in writing.

(c) The prevailing party in the dispute shall have the right to collect reasonable attorney's fees if the other party acted in bad faith in seeking or denying the requested remedy.

122100. Every breeder that sells a dog shall provide the purchaser at the time of sale, and a prospective purchaser upon request, with a written notice of rights, setting forth the rights provided for under this section. The notice shall be contained in a separate document. The written notice of rights shall be in 10-point type. A copy of the written notice of rights shall be signed by the purchaser acknowledging that he or she has reviewed the notice. The notice shall state the following:

"A STATEMENT OF CALIFORNIA LAW GOVERNING THE SALE OF DOGS

The sale of dogs is subject to consumer protection regulation. In the event that a California licensed veterinarian states in writing that your dog is unfit for purchase because it became ill due to an

illness or disease that existed within 15 days following delivery to you, or within one year in the case of congenital or hereditary condition, you may choose one of the following:

(1) Return your dog and receive a refund of the purchase price, plus sales tax, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog, plus sales tax.

(2) Return your dog and receive a dog of your choice of equivalent value, providing a replacement dog is available, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog, plus sales tax.

(3) Keep the dog and receive reimbursement for reasonable veterinarian fees up to 150 percent of the original purchase price of the dog plus sales tax on the original purchase price of the dog.

In the event your dog dies, you may receive a refund for the purchase price of the dog, plus sales tax, or a replacement dog of your choice, of equivalent value, and reimbursement for reasonable veterinary fees for the diagnosis and treatment of the dog, if a veterinarian, licensed in this state, states in writing that the dog has died due to an illness or disease that existed within 15 days after the purchaser obtained physical possession of the dog after the sale by a dog breeder, or states that the dog has died due to a congenital or hereditary condition that was diagnosed by the veterinarian within one year after the purchaser obtained physical possession of the dog after the sale by a dog breeder. These fees may not exceed the purchase price of the dog, plus sales tax.

In order to exercise these rights, you must notify the dog breeder as quickly as possible but no later than five days after learning from your veterinarian that a problem exists. You must tell the dog breeder about the problem and give the dog breeder the name and telephone number of the veterinarian providing the diagnosis.

If you are making a claim, you must also present to the dog breeder a written veterinary statement, in a form prescribed by law, that the animal is unfit for purchase and an itemized statement of all veterinary fees related to the claim. This information must be presented to the dog breeder no later than five days after you have received the written statement from the veterinarian.

In the event that the dog breeder wishes to contest the statement or the veterinarian's bill, the dog breeder may request that you produce the dog for examination by a licensed veterinarian of the dog breeder's choice. The dog breeder shall pay the cost of this examination.

In the event of death, the deceased dog need not be returned to the dog breeder if you submit a statement issued by a licensed veterinarian stating the cause of death.

If the parties cannot resolve the claim within 10 business days following receipt of the veterinarian statement or the examination by the dog breeder's veterinarian, whichever event occurs later, you may file an action in a court of competent jurisdiction to resolve the dispute. If a party acts in bad faith, the other party may collect reasonable attorney's fees. If the dog breeder does not contest the matter, the dog breeder must make the refund or reimbursement no later than 10 business days after receiving the veterinary certification.

This statement is a summary of key provisions of the consumer remedies available. California law also provides safeguards to

protect dog breeders from abuse. If you have questions, obtain a copy of the complete relevant statutes.

This notice shall be contained in a separate document. The written notice shall be in 10-point type. The notice shall be signed by the purchaser acknowledging that he or she has reviewed the notice. The dog breeder shall permit persons to review the written notice upon request.

NOTE: This disclosure of rights is a summary of California law. The actual statutes are contained in Article 1 (commencing with Section 122045) of Chapter 5 of Part 6 of Division 105 of the Health and Safety Code."

122105. Nothing in this article shall in any way limit the rights or remedies that are otherwise available to a consumer under any other law. Nor shall this article in any way limit the breeder and the purchaser from agreeing between themselves upon additional terms and conditions that are not inconsistent with this article. However, any agreement or contract by a purchaser to waive any rights under this article shall be null and void and shall be unenforceable.

122110. (a) Except as otherwise specified herein, any person violating any provision of this article other than Section 122060 shall be subject to civil penalty of up to one thousand dollars (\$1,000) per violation. An action may be prosecuted in the name of the people of the State of California by the district attorney for the county where the violation occurred in the appropriate court or by the city attorney in the city where the violation occurred.

(b) Nothing in this article limits or authorizes any act or omission that violates Section 5971 of the Penal Code.

122125. (a) This article shall be known and may be cited as the Lockyer-Polanco-Farr Pet Protection Act.

(b) Every pet dealer of dogs and cats shall conform to the provisions of this article. As used in this article, "pet dealer" means a person engaging in the business of selling dogs or cats, or both, at retail, and by virtue of the sales of dogs and cats is required to possess a permit pursuant to Section 6066 of the Revenue and Taxation Code. For purposes of this article, the separate sales of dogs or cats from a single litter shall constitute only one sale under Section 6019 of the Revenue and Taxation Code. This definition does not apply to breeders of dogs regulated pursuant to Article 1 (commencing with Section 122045) nor to any person, firm, partnership, corporation, or other association, that breeds or rears dogs on the premises of the person, firm, partnership, corporation, or other association, that has sold, transferred, or given away fewer than 50 dogs in the preceding year.

(c) For purposes of this article, "purchaser" means a person who purchases a dog or cat from a pet dealer without the intent to resell the animal.

(d) This article shall not apply to publicly operated pounds and humane societies.

122130. Every pet dealer receiving dogs or cats from a common carrier shall transport, or have transported, dogs and cats from the carrier's premises within four hours after receipt of telephone notification by the carrier of the completion of shipment and arrival of the animal at the carrier's point of destination.

122135. All dogs or cats received by a retail dealer shall, prior to being placed with other dogs or cats, be examined for sickness. Any dog or cat found to be afflicted with a contagious disease shall be kept caged separately from healthy animals.

122137. (a) (1) It is the intent of the Legislature and the purpose of this section to inform consumers who purchase dogs and cats from retail pet dealers about the benefits of spaying and neutering and the importance of establishing a relationship with a veterinarian, and to facilitate dog licensing by encouraging pet dealers to promote licensure compliance.

(2) The Legislature declares that pet dealers, when feasible, should offer incentives to purchasers to encourage the use of spaying and neutering services, and that local animal control agencies should

investigate selling licenses through pet shops, or making licensure applications available in pet shops, since these businesses already serve a large number of pet owners through the sale of pet supplies.

(b) Every pet dealer shall deliver to the purchaser of each dog or cat at the time of sale, written material, in a form determined by the pet dealer, containing information on the benefits of spaying and neutering. The written material shall include recommendations on establishing a relationship with a veterinarian, information on early-age spaying and neutering, the health benefits associated with spaying and neutering pets, the importance of minimizing the risk of homeless or unwanted animals, and the need to comply with applicable license laws.

(c) The delivering of any model materials prepared by the Pet Industry Joint Advisory Council, the California Animal Control Directors Association, the State Humane Association of California, and the California Veterinary Medical Association shall satisfy the requirements of subdivision (b).

122140. Every pet dealer shall deliver to the purchaser of each dog and cat at the time of sale a written statement in a standardized form prescribed by the Department of Consumer Affairs containing the following information:

(a) For cats:

(1) The breeder's and broker's name and address, if known, or if not known, the source of the cat. If the person from whom the cat was obtained is a dealer licensed by the United States Department of Agriculture, the person's name, address, and federal dealer identification number.

(2) The date of the cat's birth, unless unknown because of the source of the cat and the date the dealer received the cat.

(3) A record of the immunizations and worming treatments administered, if any, to the cat as of the time of sale, including the dates of administration and the type of vaccine or worming treatment.

(4) A record of any known disease or sickness that the cat is afflicted with at the time of sale. In addition, this information shall also be orally disclosed to the purchaser.

(b) For dogs:

(1) The breeder's name and address, if known, or if not known, the source of the dog. If the person from whom the dog was obtained is a dealer licensed by the United States Department of Agriculture, the person's name, address, and federal dealer identification number.

(2) The date of the dog's birth, and the date the dealer received the dog. If the dog is not advertised or sold as purebred, registered, or registerable, the date of birth may be approximated if not known by the seller.

(3) The breed, sex, color, and identifying marks at the time of sale, if any. If the dog is from a United States Department of Agriculture licensed source, the individual identifying tag, tattoo, or collar number for that animal. If the breed is unknown or mixed, the record shall so indicate.

(4) If the dog is being sold as being capable of registration, the names and registration numbers of the sire and dam, and the litter number, if known.

(5) A record of inoculations and worming treatments administered, if any, to the dog as of the time of sale, including dates of administration and the type of vaccine or worming treatment.

(6) A record of any veterinarian treatment or medication received by the dog while in the possession of the pet dealer and either of the following:

(A) A statement, signed by the pet dealer at the time of sale, containing all of the following:

(i) The dog has no known disease or illness.

(ii) The dog has no known congenital or hereditary condition that adversely affects the health of the dog at the time of the sale or that is likely to adversely affect the health of the dog in the future.

(B) A record of any known disease, illness, and any congenital or hereditary condition that adversely affects the health of the dog at the time of sale, or is likely to adversely affect the health of the dog in the future, along with a statement signed by a veterinarian licensed in the State of California that authorizes the sale of the dog, recommends necessary treatment, if any, and verifies that the disease, illness, or condition does not require hospitalization or nonelective surgical procedures, nor is it likely to require hospitalization or nonelective surgical procedures in the future. A veterinarian statement is, not required for intestinal or external parasites unless their presence makes the dog clinically ill or is likely to make the dog clinically ill. The statement shall be valid for seven days following examination of the dog by the veterinarian.

(c) For the purpose of this article, "nonelective surgical procedure" means a surgical procedure that is necessary to preserve or restore the health of the dog, to prevent the dog from experiencing pain or discomfort, or to correct a condition that would interfere with the dog's ability to walk, run, jump, or otherwise function in a normal manner.

(d) For the purposes of this article, "clinically ill" means an illness that is apparent to a veterinarian based on observation, examination, or testing of the dog, or upon a review of the medical records relating to the dog.

(e) A disclosure made pursuant to subdivision (b) shall be signed by both the pet dealer certifying the accuracy of the statement, and the purchaser of the dog acknowledging receipt of the statement. In addition, all medical information required to be disclosed pursuant to subdivision (b) shall be made orally to the purchaser.

(f) For purposes of this article, a disease, illness, or congenital or hereditary condition that adversely affects the health of a dog at the time of sale or is likely to adversely affect the health of the dog in the future shall be one that is apparent at the time of sale or that should have been known by the pet dealer from the history of veterinary treatment disclosed pursuant to this section.

122145. A pet dealer shall maintain a written record on the health, status, and disposition of each dog and each cat for a period of not less than one year after disposition of the dog or cat. The record shall also contain all of the information required to be disclosed pursuant to Sections 122140 and 122220. Those records shall be available to humane officers, animal control officers, and law enforcement officers for inspection during normal business hours.

122150. (a) Except as otherwise specified herein, any person violating any provision of this article other than Section 122205 shall be subject to a civil penalty of up to one thousand dollars (\$1,000) per violation. The action may be prosecuted in the name of the people of the State of California by the district attorney for the county where the violation occurred in the appropriate court or by the city attorney in the city where the violation occurred.

(b) Nothing in this article limits or authorizes any act or omission that violates Section 5971 of the Penal Code.

122155. (a) It shall be unlawful for a pet dealer to fail to do any of the following:

(1) Maintain facilities where the dogs are kept in a sanitary condition.

(2) Provide dogs with adequate nutrition and potable water.

(3) Provide adequate space appropriate to the age, size, weight, and breed of dog. Adequate space means sufficient space for the dog to stand up, sit down, and turn about freely using normal body movements, without the head touching the top of the cage, and to lie in a natural position.

(4) Provide dogs housed on wire flooring with a rest board, floormat, or similar device that can be maintained in a sanitary condition.

(5) Provide dogs with adequate socialization and exercise. For the purpose of this article "socialization" means physical contact with other dogs or with human beings.

(6) Wash hands before and after handling each infectious or contagious dog.

(7) Maintain either of the following:

(A) A fire alarm system that is connected to a central reporting station that alerts the local fire department in case of fire.

(B) Maintain a fire suppression sprinkler system.

(8) Provide veterinary care without delay when necessary.

(b) A pet dealer shall not be in possession of a dog that is less than eight weeks old.

122160. (a) If a licensed veterinarian states in writing that within 15 days after the purchaser has taken physical possession of the dog after the sale by a pet dealer, the dog has become ill due to any illness that existed in the dog on or before delivery of the dog to the purchaser, or, if within one year after the purchaser has taken physical possession of the dog after the sale, a veterinarian licensed in this state states in writing that the dog has a congenital or hereditary condition that adversely affects the health of the dog, or that requires, or is likely in the future to require, hospitalization or nonelective surgical procedures, the

dog shall be considered unfit for sale, and the pet dealer shall provide the purchaser with any of the following remedies that the purchaser elects:

(1) Return the dog to the pet dealer for a refund of the purchase price, plus sales tax, and reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed the original purchase price of the dog, plus sales tax.

(2) Exchange the dog for a dog of the purchaser's choice of equivalent value, providing a replacement dog is available, and reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed the original purchase price of the dog, plus sales tax.

(3) Retain the dog, and reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed 150 percent of the original purchase price of the dog, plus sales tax on the original purchase price of the dog.

(b) If the dog has died, regardless of the date of the death of the dog, obtain a refund for the purchase price of the dog, plus sales tax, or a replacement dog of equivalent value of the purchaser's choice and reimbursement for reasonable veterinary fees in diagnosis and treatment of the dog in an amount not to exceed the original purchase price of the dog, plus sales tax, if either of the following conditions exist:

(1) A veterinarian, licensed in this state, states in writing that the dog has died due to an illness or disease that existed within 15 days after the purchaser obtained physical possession of the dog after the sale by a pet dealer.

(2) A veterinarian, licensed in this state, states in writing that the dog has died due to a congenital or hereditary condition that was diagnosed by the veterinarian within one year after the purchaser obtained physical possession of the dog after the sale by a pet dealer.

122165. (a) There shall be a rebuttable presumption that an illness existed at the time of sale if the animal dies within 15 days of delivery to the purchaser.

(b) For purposes of Section 122160, a finding by a veterinarian of intestinal or external parasites shall not be grounds for declaring a dog unfit for sale unless their presence makes the dog clinically ill or is likely to make the dog clinically ill.

(c) For purposes of Section 122160, the value of veterinary services shall be deemed reasonable if the services rendered are appropriate for the diagnosis and treatment of illness or congenital or hereditary condition, made by the veterinarian and the value of similar services is comparable to the value of similar services rendered by other licensed veterinarians in proximity to the treating veterinarian.

122170. To obtain the remedies provided for in Section 122160, the purchaser shall substantially comply with all of the following requirements:

(a) Notify the pet dealer as soon as possible but not more than five days after the diagnosis by a veterinarian licensed in this state of a medical or health problem, including a congenital or hereditary condition and of the name and telephone number of the veterinarian providing the diagnosis.

(b) Return the dog to the pet dealer, in the case of illness, along with a written statement from a veterinarian licensed in this state, stating the dog to be unfit for purchase due to illness, a congenital or hereditary condition, or the presence of symptoms of a contagious or infectious disease, that existed on or before delivery of the dog to the purchaser, and that adversely affects the health of the dog. The purchaser shall return the dog along with a copy of the veterinarian's statement as soon as possible but not more than five days after receipt of the veterinarian's statement.

(c) Provide the pet dealer, in the event of death, with a written statement from a veterinarian licensed in this state stating that the dog died from an illness that existed on or before the delivery of the dog to the purchaser. The presentation of the statement shall be sufficient proof to claim reimbursement or replacement and the return of the deceased dog to the pet dealer shall not be required.

122175. Notwithstanding Section 122160, no refund, replacement, or reimbursement of veterinary fees shall be made if any of the following conditions exist:

(a) The illness or death resulted from maltreatment or neglect or from an injury sustained or an illness contracted subsequent to the delivery of the dog to the purchaser.

(b) The purchaser fails to carry out the recommended treatment prescribed by the examining veterinarian who made the initial diagnosis. However, this subdivision shall not apply if the cost for the treatment

together with the veterinarian's fee for the diagnosis would exceed the purchase price of the dog, including sales tax.

(c) A veterinarian's statement was provided to the purchaser pursuant to subparagraph (B) of paragraph (6) of subdivision (b) of Section 122140 that disclosed the disease, illness, or condition for which the purchaser seeks to return the dog. However, this paragraph shall not apply if, within one year after the purchaser took physical possession of the dog, a veterinarian licensed in this state states in writing that the disease, illness, or condition requires, or is likely in the future to require, hospitalization or nonelective surgical procedures or that the disease, illness, or condition resulted in the death of the dog.

(d) The purchaser refuses to return to the pet dealer all documents previously provided to the purchaser for the purpose of registering the dog. This subdivision shall not apply if the purchaser signs a written statement certifying that the documents have been inadvertently lost or destroyed.

122180. (a) The veterinarian's statement pursuant to Section 122160 shall contain the following information:

- (1) The purchaser's name and address.
- (2) The date or dates the dog was examined.
- (3) The breed and age of the dog, if known.
- (4) That the veterinarian examined the dog.
- (5) That the dog has or had an illness described in this section that renders it unfit for purchase or resulted in its death.
- (6) The precise findings of the examination or necropsy, including laboratory results or copies of laboratory reports.

(b) If a refund for reasonable veterinary expenses is being requested, the veterinary statement shall be accompanied by an itemized bill of fees appropriate for the diagnosis and treatment of the illness or congenital or hereditary condition.

(c) Refunds and payment of reimbursable expenses provided for by Section 122160 shall be paid, unless contested, by the pet dealer to the purchaser not later than 10 business days following receipt of the veterinarian's statement required by Section 122160 or, where applicable, not later than 10 business days after the date on which the dog is returned to the pet dealer.

122185. (a) In the event that a pet dealer wishes to contest a demand for any of the remedies specified in Section 122160, the dealer may, except in the case of the death of the dog, require the purchaser to produce the dog for examination by a licensed veterinarian designated by the pet dealer. The pet dealer shall pay the cost of this examination.

(b) If the purchaser and the pet dealer are unable to reach an agreement within 10 business days following receipt by the pet dealer of the veterinarian's statement pursuant to Section 122160, or following receipt of the dog for examination by a veterinarian designated by the pet dealer, whichever is later, the purchaser may initiate an action in a court of competent jurisdiction to resolve the dispute or the parties may submit to binding arbitration if mutually agreed upon by the parties in writing.

(c) The prevailing party in the dispute shall have the right to collect reasonable attorney's fees if the other party acted in bad faith in seeking or denying the requested remedy.

122190. Every pet dealer that sells a dog shall provide the purchaser at the time of sale, and a prospective purchaser upon request, with a written notice of rights, setting forth the rights provided for under this section. The notice shall be contained in a separate document. The written notice of rights shall be in 10-point type. A copy of the written notice of rights shall be signed by the purchaser acknowledging that he or she has reviewed the notice. The notice shall state the following:

"A STATEMENT OF CALIFORNIA LAW GOVERNING THE SALE OF DOGS

The sale of dogs is subject to consumer protection regulations.
In the event that a California licensed veterinarian states in writing that your dog is unfit for purchase because it became ill due to an illness or disease that existed within 15 days following delivery to you, or within one year in the case of congenital or

hereditary condition, you may choose one of the following:

(1) Return your dog and receive a refund of the purchase price, plus sales tax, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog plus sales tax.

(2) Return your dog and receive a dog of your choice of equivalent value, providing a replacement dog is available, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog, plus sales tax.

(3) Keep the dog and receive reimbursement for reasonable veterinarian fees up to 150 percent of the original purchase price of the dog plus sales tax on the original purchase price of the dog.

In the event your dog dies, you may receive a refund for the purchase price of the dog, plus sales tax, or a replacement dog of your choice, of equivalent value, and reimbursement for reasonable veterinary fees for the diagnosis and treatment of the dog, if a veterinarian, licensed in this state, states in writing that the dog has died due to an illness or disease that existed within 15 days after the purchaser obtained physical possession of the dog after the sale by a pet dealer, or states that the dog has died due to a congenital or hereditary condition that was diagnosed by the veterinarian within one year after the purchaser obtained physical possession of the dog after the sale by a pet dealer. These fees may not exceed the purchase price of the dog, plus sales tax.

In order to exercise these rights, you must notify the pet dealer as quickly as possible but no later than five days after learning from your veterinarian that a problem exists. You must tell the pet dealer about the problem and give the pet dealer the name and telephone number of the veterinarian providing the diagnosis.

If you are making a claim, you must also present to the pet dealer a written veterinary statement, in a form prescribed by law, that the animal is unfit for purchase and an itemized statement of all veterinary fees related to the claim. This information must be presented to the pet dealer no later than five days after you have received the written statement from the veterinarian.

In the event that the pet dealer wishes to contest the statement or the veterinarian's bill, the pet dealer may request that you produce the dog for examination by a licensed veterinarian of the pet dealer's choice. The pet dealer shall pay the cost of this examination.

In the event of death, the deceased dog need not be returned to the pet dealer if you submit a statement issued by a licensed veterinarian stating the cause of death.

If the parties cannot resolve the claim within 10 business days following receipt of the veterinarian statement or the examination by the pet dealer's veterinarian, whichever event occurs later, you may file an action in a court of competent jurisdiction to resolve the dispute. If a party acts in bad faith, the other party may collect reasonable attorney's fees. If the pet dealer does not contest the matter, the pet dealer must make the refund or reimbursement no later than 10 business days after receiving the veterinary certification.

If the pet dealer has represented your dog as registerable with a pedigree organization, the pet dealer shall provide you with the necessary papers to process the registration within 120 days following the date you received the dog. If the pet dealer fails to

deliver the papers within the prescribed timeframe, you are entitled to return the dog for a full refund of the purchase price, including sales tax, or a refund of 75 percent of the purchase price, including sales tax if you choose to keep the dog.

This statement is a summary of key provisions of the consumer remedies available. California law also provides safeguards to protect pet dealers from abuse. If you have any questions, obtain a copy of the complete relevant statutes.

This notice shall be contained in a separate document. The written notice shall be in 10-point type. The notice shall be signed by the purchaser acknowledging that he or she has reviewed the notice. The pet dealer shall permit persons to review the written notice upon request.

NOTE: This disclosure of rights is a summary of California law. The actual statutes are contained in Article 2 (commencing with Section 122125 of Chapter 5 of Part 6 of Division 105 of the Health and Safety Code."

122195. Nothing in this article shall in any way limit the rights or remedies that are otherwise available to a consumer under any other law. Nor shall this article in any way limit the pet dealer and the purchaser from agreeing between themselves upon additional terms and conditions that are not inconsistent with this article. However, any agreement or contract by a purchaser to waive any rights under this article shall be null and void and shall be unenforceable.

122200. (a) A pet dealer shall not state, promise, or represent to the purchaser, directly or indirectly, that a dog is registered or capable of being registered with an animal pedigree registry organization, unless the pet dealer provides the purchaser with the documents necessary for that registration within 120 days following the date of sale of the dog.

(b) In the event that a pet dealer fails to provide the documents necessary for registration within 120 days following the date of sale, in violation of subdivision (a), the purchaser shall, upon written notice to the pet dealer, be entitled to retain the animal and receive a partial refund of 75 percent of the purchase price, plus sales tax, or return the dog along with all documentation previously provided the purchaser for a full refund, including sales tax.

122205. Except as provided for in subparagraph (B) of paragraph (6) of subdivision (b) of Section 122140, no pet dealer shall knowingly sell a dog that is diseased, ill, or has a condition, any one of which requires hospitalization or surgical procedures. In lieu of the civil penalties imposed pursuant to Section 122150, any pet dealer who violates this section shall be subject to a civil penalty of up to one thousand dollars (\$1,000), or shall be prohibited from selling dogs at retail for up to 30 days, or both. If there is a second offense, the pet dealer shall be subject to a civil penalty of up to two thousand five hundred dollars (\$2,500), or a prohibition from selling dogs at retail for up to 90 days, or both. For a third offense, the pet dealer shall be subject to a civil penalty of up to five thousand dollars (\$5,000) or a prohibition from selling dogs at retail for up to six months, or both. For a fourth and subsequent offense, the pet dealer shall be subject to a civil penalty of up to ten thousand dollars (\$10,000) or a prohibition from selling dogs at retail for up to one year, or both. For purposes of this section, a violation that occurred over five years prior to the most recent violation shall not be considered.

An action for recovery of the civil penalty and for a court order enjoining the pet dealer from engaging in the business of selling dogs at retail for the period set forth in this section, may be prosecuted by the district attorney for the county where the violation occurred, or the city attorney for the city where the violation occurred, in the appropriate court.

122210. (a) No dog may be offered for sale by a pet dealer to a purchaser until the dog has been examined by a veterinarian licensed in this state. Each dog shall be examined within five days of receipt of the dog and once every 15 days thereafter while the dog is in the possession or custody of the pet dealer. The pet dealer shall provide any sick dog with proper veterinary care without delay.

(b) Any dog diagnosed with a contagious or infectious disease, illness, or condition shall be caged separately from healthy dogs until a licensed veterinarian determines that the dog is free from contagion or infection. The area shall meet the following conditions when contagious or infectious dogs are present:

(1) The area shall not be used to house other healthy dogs or new arrivals awaiting the required veterinary examination.

(2) The area shall not be used for storing open food containers or bowls, dishes, or other utensils that come in contact with healthy dogs.

(3) The area shall have an exhaust fan that creates air movement from the isolation area to an area outside the premises of the pet dealer. The removal of exhaust air from the isolation area may be accomplished by the use of existing heating and air-conditioning ducts, provided no exhaust air is permitted to enter or mix with fresh air for use by the general animal population.

(4) Upon removal of all of the contagious or infectious dogs, the area shall be cleaned and disinfected before any healthy animal can be placed in the area.

(c) If the pet dealer's veterinarian deems the dog to be unfit for purchase due to a disease, illness, or congenital condition, any of which is fatal or that causes, or is likely to cause, the dog to unduly suffer, the veterinarian shall humanely euthanize the dog. The veterinarian shall provide the pet dealer with a written statement as to why the dog was euthanized. Otherwise, the pet dealer shall have a veterinarian treat the dog, or may surrender the dog to a humane organization that consents to the receipt thereof.

(d) In the event a dog is returned to a pet dealer due to illness, disease, or a congenital or hereditary condition requiring veterinary care, the pet dealer shall provide the dog with proper veterinary care.

122215. Every retail dealer shall post conspicuously on the cage of each dog offered for sale a notice indicating the state where the dog was bred and brokered.

122220. (a) Every pet dealer shall post conspicuously within close proximity to the cages of dogs offered for sale, a notice containing the following language in 100-point type:

"Information on the source of these dogs, and veterinary treatments received by these dogs is available for review."

"You are entitled to a copy of a statement of consumer rights."

(b) Every pet dealer shall, upon request for information regarding a dog, make immediately available to prospective purchasers all of the information required to be disclosed to purchasers pursuant to subdivision (b) of Section 122140 and pursuant to Section 122190.

122300. For purposes of this article:

(a) "Dog dealer" means any person, firm, partnership, corporation, or other association that engages in the acquisition of dogs for retail sale to the public. "Dog dealer" does not include duly incorporated nonprofit humane societies dedicated to the care of unwanted animals that make animals available for adoption, whether or not a fee for the adoption is charged, or pet dealers who do not in the normal course of business sell dogs, but who sometimes exhibit dogs for adoption.

(b) "Dog breeder" means any person, firm, partnership, corporation, or other association that breeds and sells dogs at wholesale or retail.

(c) "Dog pedigree registry" means any of various private agencies that serve to keep track of the breed, lineage, physical characteristics, and historical data regarding dogs that are registered with the agency.

122305. Every dog dealer that sells registered dogs or that claims that the dogs being sold are registered or are registerable with a dog pedigree registry shall post conspicuously within close proximity to the dogs offered for sale, a notice containing the following language in at least 100-point type:

"Pedigree registration does not assure proper breeding conditions,

health, quality, or claims to lineage."

122310. (a) For every dog sold by a dog dealer or dog breeder that is sold with any representation that the dog is registered or registerable with a dog pedigree registry, the following fully completed disclosure shall be made, orally and in writing on a separate sheet from any other statements, including, but not limited to, the name of the dog dealer or breeder and the name of the relevant dog pedigree registry:

"Disclosure by
DOG PEDIGREE REGISTRATION DISCLOSURE

Description of dog: _____

The dog you are purchasing is registered/registerable (circle one)
with the _____ (enter name of registry).

Registration means only that _____ (enter name of registry) maintains information regarding the parentage and identity of this dog, it does not guarantee the quality or health of this dog, and it does not guarantee quality lineage. Since dog pedigree registries depend in large part on the honesty and accuracy of persons registering dogs, registration does not guarantee the accuracy of the lineage recorded nor that this dog is purebred.

Acknowledged: _____ "

Retail purchaser's signature Date

(b) The disclosure in subdivision (a) shall be signed and dated by the retail purchaser of the dog acknowledging receipt of a copy of the statement and the dog dealer or dog breeder shall retain a copy.

122315. (a) Any dog dealer or dog breeder who fails to comply with the disclosure requirements in Section 122305 or 122310, as the case may be, shall be liable to the retail purchaser for civil damages in an amount equal to three times the cost of the dog. Claim for payment under this section shall be made within one year from the date of purchase of the dog.

(b) The remedies provided in this section shall be in addition to any other remedies or penalties authorized by other provisions of law.

122320. As used in this chapter:

(a) "Bird" means any member of the order Psittaciformes.

(b) "Bird mart" means an event at which two or more persons offer birds for sale or exchange and where a fee is charged for the privilege of offering or displaying the birds.

(c) "Hand-feeding" means the process by which a bird is manually fed by a human through the use of hand, spoon, or oral gavage.

(d) "Pet shop" means a retail pet shop location primarily engaged in retailing pets, pet foods, and pet supplies, as defined by the North American Industry Classification System.

(e) "Sale" has the same meaning as retail sale as defined in Section 6007 of the Revenue and Taxation Code.

(f) "Time of sale" means the calendar date the retail purchaser removed the bird from the premises of the pet shop following the retail sale of that bird.

(g) "Unweaned bird" means any bird that requires hand-feeding or animal assistance to sustain at least 90 percent of its own weight for at least two weeks.

(h) "Vendor" means any person or entity, including, but not limited to, a broker, agent, aviary, or breeder, who sells birds directly to the retail purchaser at a bird mart or at a swap meet as defined in Section 21661 of the Business and Professions Code.

California Healthy Pets Act, Integrated with Existing California Health & Safety Code
Part Division 105, Part 6: AB 1634, July 3, 2007 AMENDMENTS at pages 16-22

(i) "Weaned" means a bird that does not require hand-feeding or animal assistance to sustain at least 90 percent of its own weight following the time of sale, notwithstanding any illness or injury.

122321. (a) A pet shop with five or fewer employees may not possess an unweaned bird unless the pet shop employs at least one person per pet shop location who has completed the Pet Industry Joint Advisory Council's avian certification program.

(b) A pet shop with six or more employees may not possess an unweaned bird unless the pet shop employs at least two people who have completed the Pet Industry Joint Advisory Council's avian certification program.

(c) A pet shop may not sell a bird unless the bird is weaned.

(d) A vendor may not sell a bird at a swap meet or bird mart, unless the bird is weaned.

(e) At the time of sale, a pet shop location or vendor shall document the weight of any hand-fed bird under one year of age, and note the weight on the sales receipt.

122322. (a) Any person violating any provision of this chapter shall be subject to a civil penalty of up to one thousand dollars (\$1,000) per violation. The action may be prosecuted in the name of the people of the State of California by the district attorney for the county where the violation occurred in the appropriate court or by the city attorney in the city where the violation occurred.

(b) Nothing in this chapter limits or authorizes any act or omission that violates Section 597 of the Penal Code.

(c) Nothing in this chapter shall authorize the seizure of an unweaned bird by a peace officer, officer of a humane society, or officer of a pound or animal regulation department of a public agency.

122323. This chapter does not apply to publicly operated pounds and humane societies.

122324. This chapter shall become operative on September 1, 2004.

122330. The Legislature finds and declares all of the following:

(a) Uncontrolled and irresponsible breeding of animals contributes to pet overpopulation, inhumane treatment of animals, mass euthanasia at local shelters, and escalating costs for animal care and control; this irresponsible breeding also contributes to the production of defective animals that present a public safety risk.

(b) Though no specific breed of dog is inherently dangerous or vicious, the growing pet overpopulation and lack of regulation of animal breeding practices necessitates a repeal of the ban on breed-specific solutions and a more immediate alternative to existing laws.

(c) It is therefore the intent of the Legislature in enacting this chapter to permit cities and counties to take appropriate action aimed at eliminating uncontrolled and irresponsible breeding of animals

122331. (a) Cities and counties may enact dog breed-specific ordinances pertaining only to mandatory spay or neuter programs and breeding requirements, provided that no specific dog breed, or mixed dog breed, shall be declared potentially dangerous or vicious under those ordinances.

(b) Jurisdictions that implement programs described in subdivision (a) shall measure the effect of those programs by compiling statistical information on dog bites. The information shall, at a minimum, identify dog bites by severity, the breed of the dog involved, whether the dog was altered, and whether the breed of dog was subject to a program established pursuant to subdivision (a). These statistics shall be submitted quarterly to the State Public Health Veterinarian.

122335. (a) For purposes of this chapter, the following terms shall have the following definitions:

(1) "Animal control" means the municipal or county animal control agency or any other entity responsible for enforcing animal-related laws.

(2) "Agricultural operation" means an activity that is necessary for the commercial growing and harvesting of crops or the raising of livestock or poultry.

(3) "Person" means any individual, partnership, corporation, organization, trade or professional association, firm, limited liability company, joint venture, association, trust, estate, or any other legal entity, and any officer, member, shareholder, director, employee, agent, or representative thereof.

(4) "Reasonable period" means a period of time not to exceed three hours in a 24-hour period, or a time that is otherwise approved by animal control.

(b) No person shall tether, fasten, chain, tie, or restrain a dog, or cause a dog to be tethered, fastened, chained, tied, or restrained, to a dog house, tree, fence, or any other stationary object.

(c) Notwithstanding subdivision (b), a person may do any of the following in accordance with Section 597t of the Penal Code:

(1) Attach a dog to a running line, pulley, or trolley system. A dog shall not be tethered to the running line, pulley, or trolley system by means of a choke collar or pinch collar.

(2) Tether, fasten, chain, tie, or otherwise restrain a dog pursuant to the requirements of a camping or recreational area.

(3) Tether, fasten, chain, or tie a dog no longer than is necessary for the person to complete a temporary task that requires the dog to be restrained for a reasonable period.

(4) Tether, fasten, chain, or tie a dog while engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by the State of California if the activity for which the license is issued is associated with the use or presence of a dog. Nothing in this paragraph shall be construed to prohibit a person from restraining a dog while participating in activities or using accommodations that are reasonably associated with the licensed activity.

(5) Tether, fasten, chain, or tie a dog while actively engaged in any of the following:

(A) Conduct that is directly related to the business of shepherding or herding cattle or livestock.

(B) Conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

(d) A person who violates this chapter is guilty of an infraction or a misdemeanor.

(1) An infraction under this chapter is punishable upon conviction by a fine of up to two hundred fifty dollars (\$250) as to each dog with respect to which a violation occurs.

(2) A misdemeanor under this chapter is punishable upon conviction by a fine of up to one thousand dollars (\$1,000) as to each dog with respect to which a violation occurs, or imprisonment in a county jail for not more than six months, or both.

(3) Notwithstanding subdivision (d), animal control may issue a correction warning to a person who violates this chapter, requiring the owner to correct the violation, in lieu of an infraction or misdemeanor, unless the violation endangers the health or safety of the animal, the animal has been wounded as a result of the violation, or a correction warning has previously been issued to the individual.

(e) Nothing in this chapter shall be construed to prohibit a person from walking a dog with a hand-held leash.

CHAPTER 9. SPAY AND NEUTER PROGRAM FOR CATS AND DOGS

Article 1. Definitions

122336. For purposes of this chapter, the following definitions shall apply:

(a) "Intact permit" means a document issued annually by a local jurisdiction or its local animal control agency if authorized to issue these permits, that authorizes a person to own or possess within that locality an unaltered cat or dog and meets the requirements of subdivision (a) of Section 122336.2 or subdivision (a) of Section 122336.21. A dog or cat license that meets the requirements of subdivision (a) of Section 122336.2 or subdivision (a) of Section 122336.21 shall be considered a permit for purposes of this chapter.

(b) "Local animal control agency" means the municipal or county animal control agency or other entity responsible for enforcing animal-related laws.

(c) "Local jurisdiction" means any city, county, or city and county.

(d) "Recognized registry or association" means an animal registry or association that has been determined to be a bona fide registry or association by the local jurisdiction or its authorized local animal control agency.

(e) "Spay or neuter" means any procedure, as performed by a duly licensed veterinarian, that permanently sterilizes an animal and makes it incapable of reproduction.

Article 2. General Provisions

122336.1. (a) Subject to subdivision (c), a person shall not own or possess within the state any cat or dog over the age of six months that has not been spayed or neutered, unless that person possesses an intact permit, as defined in subdivision (a) of Section 122336.

(b) (1) Subject to subdivision (c), any person who violates subdivision (a) shall, for each animal for which a violation has occurred, be issued a citation subjecting the person to a civil penalty of five hundred dollars (\$500) if the person fails to provide proof that the person has met the requirements of subdivision (a) within 30 days of the date of the issuance of the citation. This penalty shall be imposed in addition to any other civil or criminal penalties imposed by the local jurisdiction.

(2) At the time a citation is issued, the citing authority shall provide the person being cited with information as to the availability of spaying and neutering services for free or at reduced cost.

(c) If an owner of a cat or dog provides a letter from a California licensed veterinarian stating that it is the medical judgment of the veterinarian that the cat or dog should not be spayed or neutered prior to the age of nine months, the owner shall not be in violation of this chapter during that period. No earlier than 30 days before the cat or dog has reached nine months of age, the veterinarian may provide a letter to the owner extending the date for spaying or neutering the cat or dog to 12 months of age. The letter from the veterinarian shall include the veterinarian's license number, the name of the owner, and a description of the cat or dog in question.

(d) Any civil penalty imposed under subdivision (b) shall be waived, in whole or in part, by the local jurisdiction if the person in violation provides verification that his or her cat or dog has been spayed or neutered.

(e) (1) Any person who is in possession of any document issued by the local jurisdiction or its authorized local animal control agency that permits the owner to possess an unaltered cat or dog shall be deemed in compliance with this act until the document expires or January 1, 2009, whichever occurs first.

(2) Upon expiration of the permit, the owner of the intact cat or dog shall obtain a new permit pursuant to the applicable provision of Section 122336.2 in order to be in compliance with this section.

(f) Nothing in this chapter shall be construed to impose any obligation on a veterinarian to enforce the provisions of this chapter or to require the veterinarian to provide information to a local animal control agency as to the spay or neuter status of a cat or dog.

Article 3. Permits

122336.2. (a) A local jurisdiction shall issue an intact permit, as defined in subdivision (a) of Section 122336, if the owner provides proof acceptable to the local jurisdiction or its authorized local animal control agency, that any of the following conditions are met:

(1) The owner demonstrates, by providing a copy of his or her business license, federal tax identification number, California seller's permit, as required by Section 6066 of the Revenue and Taxation Code, or by other proof, as required by the local jurisdiction or its authorized local animal control agency, that he or she is doing business and, if licensing is required, is licensed as a breeder at a location for which the local jurisdiction or its authorized local animal control agency has issued a breeder license.

(2) The owner's cat or dog belongs to a recognized registry or association, and complies with at least one of the following:

(A) The cat or dog is used to show or compete and has competed in at least one legitimate show or sporting competition hosted by, or under the approval of, a recognized registry or association within the last two years, or by whatever proof is required by the local jurisdiction or its authorized local animal control agency demonstrating that the cat or dog is being trained to show or compete and is too young to have yet competed.

(B) The cat or dog has earned, or if under three years old, is in the process of earning, a conformation, obedience, agility, carting, herding, protection, rally, sporting, working, or other title from a recognized registry or association.

(3) The owner is a breeder of mixed breed or purebred working dogs, or is supplying mixed breed or purebred dogs for training as working dogs to law enforcement, fire agencies, or professional or volunteer private sector working dog organizations.

(4) The dog is being actively used by law enforcement, fire agencies, or professional or volunteer private sector working dog organizations for law enforcement, fire service, search and rescue, or medical service activities, or is being raised,

groomed, socialized, or otherwise prepared for duties for any of these purposes.

(5) The owner of a cat or dog provides a letter to the local jurisdiction or its authorized local animal control agency from a California licensed veterinarian stating that due to age, poor health, or illness, it is unsafe to spay or neuter the cat or dog. The letter from the veterinarian shall include the veterinarian's license number, the name of the owner, a description of the cat or dog in question, and, if this information is available, the duration of the condition of the cat or dog, and the date by which the cat or dog may be safely spayed or neutered.

(6) The dog is used for herding or guarding livestock, and the dog's owner resides on or is the owner of property designated for agricultural use.

(b) Any cat or dog owner who is not a resident of California shall be exempted from the permit requirements set forth in this chapter if the owner provides proof, as determined by the local jurisdiction or its authorized local animal control agency, that the cat or dog is temporarily in California for training, showing, or any other lawful reason.

(c) (1) Any individual or organization breeding animals for services provided by guide dogs, signal dogs, or service dogs, as defined in subparagraph (C) of paragraph (6) of subdivision (b) of Section 54.1 of the Civil Code, shall be presumptively entitled to an intact permit issued pursuant to this chapter.

(2) Any animal possessed by any individual with a disability protected by the federal Americans with Disabilities Act of 1990 (Public Law 101-336) shall be exempt from the provisions of this chapter if the animal is providing guide dog, service dog, or signal dog services, as defined in subparagraph (C) of paragraph (6) of subdivision (b) of Section 54.1 of the Civil Code.

(3) Guide dog, signal dog, and service dog programs licensed by the State of California are exempt from all of the provisions of this chapter.

(4) A person in possession of a cat or dog to be used for any of the purposes permitted by the federal Animal Welfare Act (7 U.S.C. Sec. 2131 et seq.) shall be exempt from the provisions of this chapter, provided the person is licensed by or registered with the United States Secretary of Agriculture pursuant to the provisions of the Animal Welfare Act.

(d) An unaltered cat or dog for which an intact permit was issued who ceases to meet the requirements of subdivision (a) is subject to the spay and neuter requirements set forth in Section 122336.1.

(e) (1) The amount of the fee for an intact permit shall be determined by the local jurisdiction, and shall be no more than what is reasonably

necessary to fund the administration of that jurisdiction's intact permit program.

(2) A local jurisdiction shall waive the intact permit fee for an unaltered cat or dog that meets any of the requirements described in paragraphs (3) and (4) of subdivision (a), and the provisions of subdivision (c) and may waive all or part of the intact permit fee for an unaltered cat or dog meeting the requirements of paragraph (5) of subdivision (a).

(3) Any fee assessed by a local jurisdiction pursuant to this chapter shall not be duplicative of any other local fee in that jurisdiction.

122336.21. (a) The local jurisdiction or its authorized local animal control agency may allow for issuance of an intact permit, and imposition of an intact permit fee, for one male and one female dog per household in order to allow the dogs to produce a single litter of offspring. In no event shall the intact permits issued for this purpose have a duration in excess of one year. In addition, the following conditions shall be met for purposes of obtaining and retaining the permit:

(1) The dog has been examined by a licensed veterinarian and is following the preventative health care program recommended by the veterinarian.

(2) The owner has not been convicted of one or more violations of the following offenses:

- (A) Section 121705 of the Health and Safety Code.
- (B) Section 286.5 of the Penal Code.
- (C) Section 596 of the Penal Code.
- (D) Section 597 of the Penal Code.
- (E) Section 597.5 of the Penal Code.
- (F) Section 599aa of the Penal Code.
- (G) Section 487e of the Penal Code.
- (H) Section 487f of the Penal Code.
- (I) Section 487g of the Penal Code.

(3) The owner has not been convicted of two or more violations of any local ordinance involving the dog for whom the unaltered animal certification is sought.

(4) The owner has not received an order from the local jurisdiction or its authorized local animal control agency involving the dog for whom the unaltered animal certification is sought.

(5) The dog for whom the unaltered animal certification is sought has not been determined by local jurisdiction or its authorized local animal control agency to be a "vicious animal."

(6) The dog is properly housed and cared for as follows:

(A) The dog is provided sufficient quantity of good and wholesome food and water.

(B) The dog is provided shelter that will allow the dog to stand up, turn around, and lie down without lying in its feces, and the area where the dog is kept is properly cleaned and disinfected.

(C) The dog is fully contained on the owner's property and provided appropriate exercise.

(D) The dog owner otherwise complies with any applicable state law concerning the care and housing of animals.

(7) The owner furnishes the director of animal control services with a signed statement agreeing to the following conditions:

(A) Offspring of the unaltered dog may not be adopted or sold before they reach eight weeks of age.

(B) Prior to any adoption or sale, any offspring of the unaltered dog shall undergo a health examination by a California licensed veterinarian, and shall receive any preventative health care that is deemed necessary by the veterinarian.

(C) Any advertisement for the adoption or sale of the offspring of the unaltered dog shall prominently display the unaltered dog's intact permit number.

(D) Any adoption or sale of the offspring of the unaltered dog shall comply with all of the requirements and duties of a breeder, as set forth in Article 1 (commencing with Section 122045) of Chapter 5.

(8) The dog for whom the unaltered animal certification is sought is currently licensed pursuant to local requirements.

(9) The owner has considered having the animal microchipped for purposes of identification.

(b) The owner shall maintain records documenting how many offspring were produced and by whom they were adopted or purchased, if applicable, and shall provide proof that the dog has been spayed or neutered after producing not more than a single litter. This information shall be made available to the local jurisdiction or its authorized local animal control agency upon request.

(c) The amount of the fee for an intact permit issued under this section shall be determined by the local jurisdiction and shall not exceed the cost of administering this section.

(d) This section shall remain in effect only until January 1, 2012, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2012, deletes or extends that date.

Article 4. Funding

122336.3. (a) (1) Any civil penalty collected pursuant to subdivision (b) of Section 122336.1 shall be used for funding the administration, outreach, and enforcement activities set forth in Article 5 (commencing with Section 122336.4).

(2) To the extent that funding is available pursuant to this chapter, a local animal control agency shall establish a free and low-cost spay and neuter program for low-income individuals. The agency shall undertake outreach efforts to inform qualified persons about these programs.

(b) All permit fees collected pursuant to subdivision (e) of Section 122336.2, and subdivision (c) of Section 122336.21, shall be used for funding the administration of the permit program in the local jurisdiction in which the permits are issued.

Article 5. Enforcement

122336.4. A local animal control agency shall be responsible for enforcing, conducting outreach efforts in connection with, and administering, this chapter.

Article 6. Exemptions

122336.5. (a) Nothing in this chapter shall be construed to prohibit a local jurisdiction from adopting or enforcing a more restrictive spay or neuter program than the program described in this chapter.

(b) Any local jurisdiction that, prior to January 1, 2007, has enacted an ordinance pursuant to Section 122331 shall be exempt from this chapter.122336.5.

BILL PROVISIONS THAT WOULD NOT BE INCLUDED IN STATUTE

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

SEC. 4. This act shall become operative on April 1, 2008.