

**The Florida Senate**  
**BILL ANALYSIS AND FISCAL IMPACT STATEMENT**

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

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Prepared By: The Professional Staff of the Committee on Judiciary

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BILL: SB 1004

INTRODUCER: Senator Gaetz and Senator Arrington

SUBJECT: Sale of Dogs and Cats

DATE: February 3, 2026

REVISED: \_\_\_\_\_

|    | ANALYST     | STAFF DIRECTOR | REFERENCE | ACTION           |
|----|-------------|----------------|-----------|------------------|
| 1. | <u>Dike</u> | <u>McKay</u>   | <u>CM</u> | <b>Favorable</b> |
| 2. | <u>Bond</u> | <u>Cibula</u>  | <u>JU</u> | <b>Favorable</b> |
| 3. | _____       | _____          | <u>RC</u> | _____            |

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**I. Summary:**

SB 1004 implements consumer protections related to the sale of cats and dogs in the state by:

- Mandating that a pet dealer selling a dog or cat must ensure that a pet financing arrangement is terminated without penalty to the consumer if the animal is found to be unfit for purchase due to illness or disease and the consumer elects to return the animal.
- Requiring all financing terms to be disclosed to a consumer.
- Repealing the limit on the amount of veterinary costs that a consumer may seek from a pet dealer related to discovery of disease or defect. Current law limits such recovery to the amount of the sale price.
- Implementing a 3-day waiting period between signing an agreement and taking possession of the dog or cat if a financing agreement is a part of the sale.
- Repealing a limited remedy in current law related to consumers who elect to waive the right to return a dog or cat within 1 year if a congenital or hereditary disorder is discovered.
- Requiring a pet dealer to provide copies of certain medical records to a consumer purchasing a dog or cat.
- Simplifying a notice furnished to a consumer regarding consumer rights and requiring the notice be on a separate form.
- Requiring a pet dealer to maintain records of information provided to a consumer for 7 years after the sale.
- Providing that a violation of s. 828.29, F.S., is a violation of the Florida Deceptive and Unfair Trade Practices Act.
- Creating a civil cause of action to remedy violations of the law on sale of dogs and cats.

This bill takes effect on July 1, 2026.

## II. Present Situation:

### Florida Pet Sale Law

Section 828.29, F.S., governs the sale of dogs and cats in Florida by mandating health requirements, providing sale regulations, and outlining remedies for violations.

#### *Who is Regulated*

The requirements for transport or sale require that a dog or cat be at least 8 weeks of age prior to sale, and requirements for vaccinations and a veterinary certificate prior to sale, apply to all persons who sell a dog or cat.

The provisions regarding examination of a newly purchased dog or cat, notices, and allowing a consumer to return a dog or cat upon finding illness or defect only apply to a pet dealer. A “pet dealer” is any person, firm, partnership, corporation, or other association which, in the ordinary course of business, engages in the sale of more than two litters, or 20 dogs or cats, per year, whichever is greater, to the public. This definition includes breeders of animals who sell such animals directly to a consumer.<sup>1</sup>

A county-operated animal control agency, a city-operated animal control agency, or a registered nonprofit humane organization, is exempt from the requirements of s. 828.29, F.S.<sup>2</sup>

#### *Notice Requirements – Veterinary*

A dog transported into the state for sale must receive certain vaccines and anthelmintics shortly before transport and must have a certificate signed by a veterinarian attesting to the administration.<sup>3</sup> A dog sold within the state must also have received those vaccines and anthelmintics prior to sale. The same requirements, although with different vaccines and anthelmintics, apply to the transport or sale of a cat.<sup>4</sup>

Each dog or cat must be accompanied by a current official certificate of veterinary inspection at all times while being offered for sale within the state. The certificate must state that the examining veterinarian warrants that, to the best of his or her knowledge, the animal has no sign of contagious or infectious diseases and has no evidence of internal or external parasites, including coccidiosis and ear mites, but excluding fleas and ticks.<sup>5</sup> A copy of the official certificate of veterinary inspection must be given to the buyer. The seller must retain one copy of the official certificate of veterinary inspection for at least 1 year after the date of sale.<sup>6</sup>

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<sup>1</sup> Section 828.29(13), F.S.

<sup>2</sup> Section 828.29(15), F.S.

<sup>3</sup> Section 828.29(1), F.S. The following are required for a dog: canine distemper, leptospirosis, bordatella, parainfluenza, hepatitis, canine parvo, rabies, roundworms, and hookworms, with exceptions concerning the age of the dog.

<sup>4</sup> Section 828.29(2), F.S. The following are required for a cat: panleukopenia, feline viral rhinotracheitis, calici virus, rabies (if the cat is over 3 months of age and the inoculation is administered as provided in s. 828.30, F.S.), hookworms, and roundworms.

<sup>5</sup> Section 828.29(3)(b), F.S.

<sup>6</sup> Section 828.29(3)(a), F.S.

### ***Notice Requirements – Legal***

Every pet dealer who sells an animal to a consumer must provide the consumer at the time of sale with a written notice. The notice may be printed or typed. The statute does not specify where the notice may be, and thus it may be part of a contract form. The notice reads:

It is the consumer's right, pursuant to section 828.29, Florida Statutes, to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida-licensed veterinarian who certifies that, to the best of the veterinarian's knowledge, the animal was found to have been healthy at the time of the veterinary examination. In the event that the consumer purchases the animal and finds it to have been unfit for purchase as provided in section 828.29(5), Florida Statutes, the consumer must notify the pet dealer within 2 business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian.

### ***Buyer Remedies After the Sale***

Current law gives a consumer buying a dog or cat from a pet dealer certain remedies within this statute should the consumer discover disease or defect after the sale.<sup>7</sup> As a default, any one of the following triggers the right to a remedy:

- Within the 14 days after sale, a veterinarian certifies that the animal was unfit for purchase due to illness or disease, the presence of symptoms of a contagious or infectious disease, or the presence of internal or external parasites, excluding fleas and ticks;
- Within 1 year following the sale of the animal, a licensed veterinarian of the consumer's choosing certifies such animal to be unfit for purchase due to a congenital or hereditary disorder which adversely affects the health of the animal; or
- Within 1 year following the sale of an animal subject to s. 828.29, F.S., the breed, sex, or health of such animal is found to have been misrepresented to the consumer.<sup>8</sup>

The default remedies that a consumer entitled to a remedy may elect to receive are:

- A refund of the purchase price, sales tax, reimbursement of reasonable veterinary costs directly related to the exam and certification of the disease or defect, and reimbursement of necessary emergency veterinary services and treatment to relieve the animal from suffering upon the return of the animal;<sup>9</sup>
- Another animal of equivalent value, plus reimbursement of reasonable veterinary costs directly related to the exam and certification of the disease or defect, and reimbursement of necessary emergency veterinary services and treatment to relieve the animal from suffering upon returning the animal to exchange it;<sup>10</sup> or

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<sup>7</sup> The remedies of this section are not exclusive. Section 828.29(11), F.S.

<sup>8</sup> Section 828.29(5), F.S.

<sup>9</sup> Section 828.29(5)(a), F.S.

<sup>10</sup> Section 828.29(5)(b), F.S.

- Continued ownership of the animal and reimbursement for reasonable veterinary costs related to attempts to cure the animal.<sup>11</sup>

However, the following limits on remedies apply:

- If a default remedy authorizes reimbursement for veterinary costs, the reimbursement may not exceed the purchase price.<sup>12</sup>
- If the pet dealer specifically states at the time of sale, in writing to the consumer, the presence of specific congenital or hereditary disorders, the consumer has no right to any refund or exchange for those disorders.<sup>13</sup>

### ***Buyer Remedies After Sale – Optional***

Except if the pet dealer has specifically disclosed the presence of a congenital or hereditary disorder, the consumer may sign a waiver relinquishing his or her right to return the dog or cat for congenital or hereditary disorders. If the waiver is signed, the consumer still has 48 normal business hours, excluding weekends and holidays, in which to have the animal examined by a licensed veterinarian of the consumer's choosing. If the veterinarian certifies that, at the time of sale, the dog or cat was unfit for purchase due to a congenital or hereditary disorder, the consumer may elect to:

- Return the animal and receive a refund of the purchase price, including sales tax; or
- Return the animal and receive an exchange dog or cat of the consumer's choice of equivalent value.

### **Other Information Regarding the Regulation of the Sale of Dogs and Cats**

The state attorney may bring a civil action to enforce the requirements of the statute regulating the sale of dogs and cats, s. 828.29, F.S.<sup>14</sup>

It is unlawful for a pet dealer to knowingly misrepresent the breed, sex, or health of any dog or cat offered for sale within the state.<sup>15</sup>

Violation of any of the requirements of s. 828.29, F.S., is a first degree misdemeanor.<sup>16</sup>

### **Consumer Finance in Pet Sales**

No statute specifically regulates the area of finance agreements used by a consumer to purchase a pet. Currently, an agreement would be regulated by common law contract principles, usury,<sup>17</sup>

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<sup>11</sup> Section 828.29(5)(c), F.S.

<sup>12</sup> Section 828.29(5), F.S.

<sup>13</sup> Section 828.29(7), F.S.

<sup>14</sup> Section 828.29(14), F.S.

<sup>15</sup> Section 828.29(16), F.S.

<sup>16</sup> Section 828.29(17), F.S. A first degree misdemeanor is punishable by up to one year confinement and a fine of up to \$1000. ss. 775.082(4)(a) and 775.083(1)(d), F.S.

<sup>17</sup> Chapter 687, F.S.

and various laws regulating lending and consumer finance that may apply depending on the circumstances.<sup>18</sup>

### III. Effect of Proposed Changes:

#### Consumer Financing

If the consumer has elected to return the animal to the pet dealer because the animal was found to be unfit for purchase due to illness or disease, and has elected to receive a refund, the bill requires the pet dealer to also ensure that a financing arrangement, if one exists, is terminated and that the consumer not pay any penalty.

If the consumer is financing the purchase of the animal, the bill imposes a 3 day waiting period between the agreement to purchase the animal and delivery. The financing agreement, however, may not be signed prior to the end of the waiting period.

#### Remedies

As to remedies that include the reimbursement of veterinarian costs, current laws limit the maximum amount of reimbursement to the purchase price of the dog or cat. Under the bill, there is no limit on the maximum amounts to reimburse a purchaser for veterinarian costs.

The bill repeals the consumer option to waive the right to return the animal upon a finding of congenital or hereditary disorders and repeals the related optional remedies available to a consumer who executes a waiver.

The bill provides that a pet dealer who violates any provision of s. 828.29, F.S., commits an unfair method of competition or an unfair or deceptive act or practice in violation of part II of the Florida Deceptive and Unfair Trade Act (FDUTPA).<sup>19</sup> It is unlawful under the FDUTPA for a party to take part in “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.”<sup>20</sup> Such practices include fraudulent billing,<sup>21</sup> misleading a consumer or misrepresenting a product’s characteristics,<sup>22</sup> or other behavior determined to be unfair by a court.<sup>23</sup> Under the FDUTPA, the office of the state attorney or Department of Legal Affairs, either by their own inquiry or through complaints, may investigate violations of the FDUTPA.<sup>24</sup> In addition to other remedies under state and federal law, the enforcing authority may bring actions for declaratory judgment, injunctive relief, actual damages on behalf of consumers and businesses, issue cease and desist orders, and impose civil

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<sup>18</sup> Florida laws include ch. 516, F.S. (consumer finance), ch. 520 (retail installment sales), and ch. 679, F.S. (secured transactions). Federal laws include the Truth in Lending Act, the Fair Credit Reporting Act, the Fair Debt Collections Act, and the Military Lending Act.

<sup>19</sup> Chapter 501, F.S.

<sup>20</sup> Section 501.204, F.S.

<sup>21</sup> *State Farm Mut. Auto. Ins. Co. v. Medical Service Center of Florida, Inc.*, 103 F. Supp. 3d 1343 (S.D. Fla. 2015).

<sup>22</sup> *Lewis v. Mercedes-Benz USA, LLC*, 530 F. Supp. 3d 1183 (S.D. Fla. 2021); *Marty v. Anheuser-Busch Companies, LLC*, 43 F. Supp. 3d 1333 (S.D. Fla. 2014).

<sup>23</sup> *See Siever v. BWGaskets, Inc.*, 669 F. Supp. 2d 1286, 1292-93 (M.D. Fla. 2009).

<sup>24</sup> The enforcing authority under the FDUTPA may “administer oaths and affirmations, subpoena witnesses or matter, and collect evidence.” Section 501.206, F.S.

penalties up to \$10,000 per violation.<sup>25</sup> Moreover, consumers may bring private actions against parties for violating the FDUTPA, resulting in either:

- Declaratory judgment and injunctive relief if the consumer is aggrieved by a FDUTPA violation; or
- Actual damages, attorney fees, and court costs, if the consumer has suffered a loss due to the FDUTPA violation.<sup>26</sup>

The bill creates a civil cause of action allowing a consumer injured by a violation of s. 828.29, F.S., to file an action for damages, costs, and attorney fees. The bill specifically allows punitive damages. This right of action is not exclusive and does not bar the pursuit of any other right or remedy.

### **Disclosure and Notice**

The bill adds a requirement applicable to a sale of any animal by a pet dealer. A pet dealer must provide a consumer copies of records of all medical examinations or tests that were conducted on the animal or any medication given before the purchase of the animal.

The bill also replaces the notice provision in subsection (12), which pet dealers are required to provide to the consumer at the time of sale, with a new form notice. The notice must be separate from the contract with this specific wording:

#### RIGHT TO CANCEL

Florida consumers have certain rights under s. 828.29, Florida Statutes. You have the right to return or exchange the animal and receive reimbursement for certain veterinary expenses. A copy of this law is attached to this notice.

### **Record Retention**

The bill adds a requirement that a pet dealer maintain any records provided to a consumer for the sale of an animal regulated under s. 828.29, F.S., for at least 7 years after the sale.

### **Effective Date**

The bill is effective July 1, 2026.

## **IV. Constitutional Issues:**

### **A. Municipality/County Mandates Restrictions:**

None.

### **B. Public Records/Open Meetings Issues:**

None.

<sup>25</sup> Sections 501.207, 501.2077, 501.2075, 501.208, F.S.

<sup>26</sup> Sections 501.2105, 501.211, F.S.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None identified.

**V. Fiscal Impact Statement:**

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

This bill may increase costs to pet dealers and increase the amounts recovered by consumers who return a dog or cat based on the grounds provided in the bill. To avoid those increased costs, pet dealers may make greater efforts to ensure that their pets offered for sale are healthy.

C. Government Sector Impact:

None.

**VI. Technical Deficiencies:**

None.

**VII. Related Issues:**

None.

**VIII. Statutes Affected:**

This bill substantially amends section 828.29 of the Florida Statutes.

**IX. Additional Information:**

A. Committee Substitute – Statement of Changes:

(Summarizing differences between the Committee Substitute and the prior version of the bill.)

None.

B. Amendments:

None.

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This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

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