

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.)

Prepared By: The Professional Staff of the Committee on Rules

BILL: CS/SB 1004

INTRODUCER: Rules Committee and Senators Gaetz and Arrington

SUBJECT: Domestic Animals

DATE: February 10, 2026

REVISED: _____

ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1. <u>Dike</u>	<u>McKay</u>	<u>CM</u>	Favorable
2. <u>Bond</u>	<u>Cibula</u>	<u>JU</u>	Favorable
3. <u>Dike</u>	<u>Kruse</u>	<u>RC</u>	Fav/CS

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/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.
- Altering 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.

- Relieving a pet dealer of the requirement to provide a refund or exchange for a sick animal if the consumer signs a notification that indicates the animal had an identified congenital or hereditary disorder at the time of sale.
- Allowing a consumer to initiate action in county court small claims court division if the consumer and pet dealer cannot agree on refund, exchange, or reimbursement. The consumer may collect punitive damages, which must be at least \$2,500.

The bill also mandates that Florida Department of Law Enforcement (FDLE) include specified information about individuals who violate animal cruelty laws on its website. The bill requires clerks of court and county detention facilities provide FDLE with any information necessary under the bill.

Last, the bill requires the Florida Department of Agriculture and Consumer Services (FDACS) to develop a list of best management practices that dog breeders may voluntarily adopt and implement. FDACS must post specified information on its website relating to best management practices and animal cruelty laws.

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.¹

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.²

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

¹ Section 828.29(13), F.S.

² Section 828.29(15), F.S.

administration.³ 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.⁴

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.⁵ 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.⁶

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 with specified language. The statute does not specify where the notice may be, and thus it may be part of a contract form.

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.⁷ 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.⁸

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;⁹

³ 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.

⁴ 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.

⁵ Section 828.29(3)(b), F.S.

⁶ Section 828.29(3)(a), F.S.

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

⁸ Section 828.29(5), F.S.

⁹ Section 828.29(5)(a), F.S.

- 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;¹⁰ or
- Continued ownership of the animal and reimbursement for reasonable veterinary costs related to attempts to cure the animal.¹¹

However, the following limits on remedies apply:

- If a default remedy authorizes reimbursement for veterinary costs, the reimbursement may not exceed the purchase price.¹²
- 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.¹³

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.¹⁴

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.¹⁵

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

¹⁰ Section 828.29(5)(b), F.S.

¹¹ Section 828.29(5)(c), F.S.

¹² Section 828.29(5), F.S.

¹³ Section 828.29(7), F.S.

¹⁴ Section 828.29(14), F.S.

¹⁵ Section 828.29(16), F.S.

¹⁶ 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.

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,¹⁷ and various laws regulating lending and consumer finance that may apply depending on the circumstances.¹⁸

Deceptive Pet Sales in Florida

Litigation

In 2020, the Florida Office of the Attorney General (AG) brought legal action against Hoof's Pets, Inc., operating as Petland in central Florida, after receiving 104 consumer complaints over five years against the defendant.¹⁹ The AG sued the defendant for violating the FDUTPA and s. 828.29, F.S., alleging the defendant misrepresented the health of puppies for sale, the goods and services bundled with the puppies, and the consumer rights and remedies available to customers.²⁰ The court permanently prohibited the defendant from selling puppies with illness, misleading customers about puppies' health, failing to provide documentation required by law, falsely representing the puppy's AKC registrability, and more.²¹ While the defendant had already refunded customers over \$123,000, the court ordered the defendant to pay an additional \$85,000 to consumers harmed by the defendant's deceptive practices.²²

Economic Effects

In 2022, Orange County passed an ordinance prohibiting the retail sale of dogs, cats, and rabbits.²³ As a result of this ordinance and the aforementioned enforcement lawsuit, an economic report from the University of West Florida Haas Center showed a 55% decline in complaints to the Office of Attorney General over pet sales in the Orlando area from 2020-2024.²⁴ However, despite Florida counties implementing local retail bans on the sale of pets, the abundance of animals from out-of-state puppy-mills and unethical breeders perpetuates the sale of sick pets.²⁵ The report explained that predatory financing, deceptive pet sales, and the sale of sick pets costs Floridians over \$25 million each year.²⁶

¹⁷ Chapter 687, F.S.

¹⁸ 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.

¹⁹ *Att'y Gen. v. Hoof's Pets, Inc.*, No. 2020-CA-5262-O, 5 (Fla. Orange Cty. Ct. Dec. 9, 2022) (order entering final judgment in favor of the plaintiff).

²⁰ *Id.*

²¹ *Id.* at 9-11. See *id.* at 9-22 for the full list of remedies ordered by the court.

²² *Id.* at 19-20.

²³ UWF, Haas Center, *The Cost of Deception: How Sick Pets Drain Florida's Economy*, available at https://www.myfloridalegal.com/sites/default/files/2025-09/final_report_the_cost_of_deception_-_how_sick_pets_drain_the_economy_12.8.2025.pdf (last visited Feb. 3, 2026).

²⁴ *Id.*

²⁵ *Id.*

²⁶ *Id.*

III. Effect of Proposed Changes:

Animal Cruelty

Section 1 amends s. 828.12, F.S., to require FDLE to post on its website the names of individuals convicted of, or who have entered a plea of guilty or nolo contendere to a violation of the statute. The bill requires FDLE to also post the following information pertaining to those individuals: aliases, date of birth, race, counties of conviction, charges, case numbers, dispositions, descriptions of any identifying marks and tattoos, and a photograph taken at the time of booking related to the animal cruelty offense of each individual. Clerks of court and county detention facilities must provide FDLE with the information, data, and images required to be posted online.

Consumer Protection

Refund, Exchange, or Reimbursement for Sick Animals

Section 2 amends s. 828.29, F.S., to extend the time by which a consumer may seek a refund, exchange, or reimbursement for a sick animal from 14 days to 30 days after the sale of the animal, if a licensed veterinarian certifies that, at the time of the sale, the animal was unfit for purchase due to illness, disease, or certain parasites.

If the consumer returns the sick animal to the pet dealer, the bill allows the consumer to receive a refund of any interest accrued and fees paid by the consumer in addition to the refund of the purchase price of the animal.

Additionally, if the consumer chooses to retain the sick animal and seeks reimbursement from the pet dealer, the bill requires the pet dealer to reimburse necessary emergency services or treatment for the animal within one year after purchase.

Under the bill, if pet dealer states in writing the animal has a specific congenital or hereditary disorder at the time of sale and the consumer signs a notification that indicates the animal has been examined by a veterinarian and has the congenital or hereditary disorder, then the consumer has no right to a refund or exchange for those disorders.

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).²⁷ 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 of practices in the conduct of any trade or commerce.”²⁸ Such practices include fraudulent billing,²⁹ misleading a consumer or misrepresenting a product’s characteristics,³⁰ or other behavior determined to be unfair by a court.³¹ 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.³² 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 penalties up to \$10,000 per violation.³³ 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.³⁴

Further, if the pet dealer contests a consumer’s demand for veterinary expenses, refund, or exchange, the consumer may initiate legal action in a county court small claims court division, in the county where the animal owner resides. Under the bill the consumer may collect punitive damages starting at \$2,500 at the discretion of the court.

Disclosure and Notice

The bill adds a requirement applicable to the sale of any animal by a pet dealer. A pet dealer must provide consumers with 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.

²⁷ Chapter 501, F.S.

²⁸ Section 501.204, F.S.

²⁹ *State Farm Mut. Auto. Ins. Co. v. Medical Service Center of Florida, Inc.*, 103 F. Supp. 3d 1343 (S.D. Fla. 2015).

³⁰ *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).

³¹ *See Siever v. BWGaskets, Inc.*, 669 F. Supp. 2d 1286, 1292-93 (M.D. Fla. 2009).

³² The enforcing authority under the FDUTPA may “administer oaths and affirmations, subpoena witnesses or matter, and collect evidence.” Section 501.206, F.S.

³³ Sections 501.207, 501.2077, 501.2075, 501.208, F.S.

³⁴ Sections 501.2105, 501.211, F.S.

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, printed in 14-point boldface type, and signed by the consumer, with this specific wording:

RIGHT TO CANCEL

Florida consumers have certain rights under section 828.29, Florida Statutes. You have the right to: 1) return the animal; 2) exchange the animal; and 3) receive reimbursement for certain veterinary expenses under certain circumstances. Please have your new pet seen by a veterinarian immediately. A copy of this law is attached to this notice.

It is the consumer's right, pursuant to section 828.29, Florida Statutes, to receive a certificate of veterinary inspection with each animal purchased from a pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and list any medical diagnosis and treatments. 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 7 days after 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.

Record Retention

The bill requires that pet dealers maintain any records provided to consumers for the sale of an animal regulated under s. 828.29, F.S., for at least 7 years after the sale.

Definitions

The bill redefines pet dealer to mean any person, firm, partnership, corporation, or other association which, in the ordinary course of business, engages in the sale of more than three litters, or 30 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. This definition does not include not-for-profit entities that offer animals for sale or adoption as long as the total cost of such sale or adoption does not exceed \$500, including all taxes and fees, or other costs.

The bill also substitutes the word "animal" for the phrase "dog or cat" throughout s. 828.29, F.S.

Best Management Practices

Section 3 creates s. 828.291, F.S., which requires FDACS to develop a list of best management practices that dog breeders may voluntarily adopt and implement. The best management practices must include minimum standards of care, facility operations, and breeding practices for dog breeders, including but not limited to:

- Breeding;
- Feeding;

- Housing;
- Health;
- Enrichment;
- Selling and transferring in accordance with s. 828.29, F.S.; and
- Recordkeeping in accordance with s. 828.29, F.S.

FDACS must post guidance on its website for the public to identify breeders that are following best management practices and provide a checklist for consumers to use when purchasing an animal. Additionally, FDACS must post information regarding animal cruelty on its website, including:

- A description of conduct constituting animal cruelty under ss. 828.12, 828.13, F.S.
- The penalties for conduct constituting animal cruelty.
- Instructions for reporting suspected animal cruelty or abuse to the appropriate local authorities, including contact information for at least one appropriate authority for each county in the state.

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.

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 the following section of the Florida Statutes: 828.29, 828.12.

This bill creates section 828.291 of the Florida Statutes.

IX. Additional Information:**A. Committee Substitute – Statement of Substantial Changes:**

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

CS by Rules on February 10, 2025:

The amendment requires FDLE to include additional information—including aliases, date of birth, race, counties of conviction, charges, case numbers, dispositions, descriptions of identifying marks and tattoos, and photographs taken at the time of book related to the animal cruelty offenses—of people convicted of animal cruelty violations and posted to FDLE’s website. Counties clerks of court and detention centers must provide FDLE with this information.

Additionally, the amendment:

- Replaces the phrase “dog or cat” with “animal” under s. 828.29, F.S.
- Extends the deadline from 14 days to 30 days for a consumer to receive an exchange, refund, or reimbursement for veterinary expenses for the purchase of animals with illness/disease.
- Permits a consumer to receive interest accrued or fees paid from the consumer in the refund for a sick animal.
- Allows consumers to receive reimbursement for the emergency services or treatment the sick animal receives within one year after purchase.

- Relieves a pet dealer of the requirement to provide a refund or exchange for a sick animal if the consumer signs a notification that indicates the animal had an identified congenital or hereditary disorder at the time of sale.
- Allows a consumer to initiate action in county court small claims court division if the consumer and pet dealer cannot agree on refund, exchange, or reimbursement. The consumer may collect punitive damages of at least \$2500. The amendment also removes the section which allowed consumers to bring other civil action for damages, costs, and attorney fees.
- Alters the language in the “right to cancel” notice signed by the consumer at the time of sale.
- Amends the definition of “pet dealer” under s. 828.29(13), F.S., to exclude non-profit entities that offer animals for sale or adoption for less than \$500.

The amendment further allows FDACS to develop a list of best management practices that people breeding dogs may voluntarily adopt/implement. FDACS must post information on its website for the public to be able to identify breeders following best management practices. FDACS must also post information regarding animal cruelty, penalties for violations of animal cruelty laws, and instructions for reporting suspected animal cruelty.

B. Amendments:

None.