

TITLE 35. OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

CHAPTER 55. COMMERCIAL PET BREEDERS

SUBCHAPTER 1. LICENSING

35:55-1-1. Purpose

(a) These rules are for regulating commercial pet breeders pursuant to Section 30.1 et seq. of Title 4 of the Oklahoma Statutes and known as the Commercial Pet Breeders Act of 2012. The administration of the Commercial Pet Breeders Act of 2012 shall be performed by the Oklahoma Department of Agriculture, Food, and Forestry and the State Board of Agriculture. Administration of the Act shall conform to the Administrative Procedures Act, Title 2 of the Oklahoma Statutes, and procedural rules found in Title 35 of the Oklahoma Administrative Code as promulgated by the State Board of Agriculture.

(b) It shall be the policy and recommendation of the State Board of Agriculture that no pet breeder shall breed a female animal unless she is healthy and has reached her second estrus cycle.

35:55-1-2. Definitions

The following words or terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Adult animal" means an intact female animal twelve (12) months of age or older;

"Animal" means a dog or a cat;

"Board" means the State Board of Agriculture;

"Cat" means a mammal that is wholly or partly of the species *Felis domesticus*;

"Commercial breeder" and "commercial pet breeder" mean any individual, entity, association, trust, or corporation who possesses eleven or more intact female animals for the use of breeding or dealing in animals for direct or indirect sale or for exchange in return for consideration;

"Commercial pet breeder license" means a license issued to any person that qualifies and is licensed as a commercial pet breeder;

"Department" means the Oklahoma Department of Agriculture, Food, and Forestry;

"Dog" means a mammal that is wholly or partly of the species *Canis familiaris*;

"Facility" means the premises used by one or more commercial breeders for keeping, housing, or breeding animals. The term includes all buildings, property, and confinement areas in a single location used to conduct the commercial breeding business;

"Family member" means the parent, spouse, child, or sibling of an individual;

"Humane society" means a nonprofit organization exempt from federal income taxation as an organization described in Section 501(c)(3), Internal Revenue Code of 1986, as amended, that has as a principal purpose the prevention of animal cruelty or the sheltering of, caring for, and providing of homes for lost, stray, and abandoned animals;

"Inspector" means an authorized agent of the Board or any other qualified person authorized by the Department to conduct inspections;

"Intact female animal" means a female animal, nine (9) months of age or older, and not spayed;

"Kitten" means a cat less than twelve (12) months old;

"Local animal control authority" means a municipal or county animal control office with authority over the premises in which an animal is kept or, in an area that does not have an animal control office, the county sheriff;

"Marketing" means the solicitation for sale of animals;

"Necessary veterinary care" means at least one personal visual inspection annually by a veterinarian licensed in Oklahoma, guidance from a licensed veterinarian on preventative care, an exercise plan is approved by a licensed veterinarian, normal and prudent attention to skin, coat, and nails, prompt treatment of any illness or injury, and where needed, humane euthanasia by a licensed veterinarian using lawful techniques deemed acceptable by the American Veterinary Medical Association. If, during the course of a routine personal visual inspection, the licensed veterinarian detects signs of disease or injury in an animal, then a physical examination of the animal shall be conducted by the licensed veterinarian.

"Noncommercial breeder" means any individual, entity, association, trust, or corporation who possesses ten or fewer intact female animals for the use of breeding or dealing in animals for direct or indirect sale or for exchange in return for consideration;

"Owner" means a person who owns ten percent (10%) or more of the ownership interest in a commercial pet breeder facility, directly or indirectly, in an entity.

"Person" means any individual, association, trust, corporation, limited liability company, partnership, or other entity;

"Pet" means a dog or cat, including a puppy or kitten;

"Possess" means to have custody of or control over, but shall not include custody or control over an animal by a person who is not a resident of Oklahoma and is in Oklahoma for the sole purpose of attending a competitive show or event held in Oklahoma;

"Puppy" means a dog less than twelve (12) months old; and

"Veterinarian" means a person currently licensed to practice veterinary medicine in Oklahoma.

35:55-1-3. License required

(a) A person shall not act, offer to act, or hold himself or herself out as a commercial pet breeder in this state unless the person holds a commercial pet breeder license obtained pursuant to the Commercial Pet Breeders Act of 2012 for each facility that the person owns or operates in this state.

(b) It shall be unlawful for any person to act as a commercial pet breeder licensee, or to hold himself or herself out as such, unless the person shall have been licensed to do so under the Commercial Pet Breeders Act of 2012.

(c) The commercial pet breeder license shall begin on July 1 and expire on June 30 of each calendar year.

(d) Each commercial pet breeder shall renew the license prior to June 30 of each calendar year.

(e) Any person who intends to become a commercial pet breeder shall obtain a commercial pet breeder license prior to operation.

(f) Any person who does not meet the definition of a commercial pet breeder but chooses to voluntarily obtain a commercial pet breeder license shall comply with all rules as though they do meet the definition of a commercial pet breeder.

(g) Each commercial pet breeder shall have a fixed place of business with a specific physical location and shall conform to local zoning ordinances authorizing the occupancy of a commercial pet breeder at that location.

35:55-1-4. License application

(a) The Oklahoma Department of Agriculture, Food, and Forestry shall issue a commercial pet breeder license to each commercial pet breeder who:

- (1) Meets the requirements of the Commercial Pet Breeders Act of 2012;
- (2) Applies to the Department on the form prescribed by the Department; and
- (3) Pays the required fee.

(b) A commercial pet breeder shall obtain a separate license for each facility where breeding animals are kept. A separate license shall be issued for each facility of the commercial pet breeder, whether or not the breeder has eleven or more intact female animals at each facility.

(c) If a single facility is shared by more than one person, each person shall be required to become individually licensed if eleven or more intact females used for breeding are housed at the facility, unless all animals are combined on a single license.

(d) An applicant applying for a commercial pet breeder's license shall submit a completed license application signed under oath containing the following information:

- (1) Name, mailing address, telephone number, and email address, if any, of the applicant;
- (2) Name, if different, physical address and telephone number of the facility, including driving directions from the nearest municipality, and legal description of the facility location;
- (3) Name, address, telephone number, and email address, if any, of the operator of the facility, if different from the owner;
- (4) If the applicant is an entity, association, trust, or corporation, the name and address of each member with an ownership of ten percent (10%) or more in the facility;
- (5) If the applicant is an entity, the name, address, telephone number, and email address, if any, of the Oklahoma registered agent;
- (6) The sales tax identification number of the commercial pet breeder, unless the commercial pet breeder only sells animals wholesale;
- (7) A list of the date, subject matter, and court or government entity for any individual required to be disclosed by this section for each of the following:
 - (A) Has ever been convicted of, or entered a plea of guilty or no contest, to any felony, or any crime involving animal cruelty, abuse, or neglect;
 - (B) Has ever received any adverse ruling from any court of competent jurisdiction or any administrative tribunal involving honesty, fraud, misrepresentation, breach of fiduciary duty, gross negligence, or incompetence in a matter related to commercial pet breeding, or cruelty to animals;
 - (C) Has ever had an application for a license, registration, certificate, or endorsement related to pet breeding or animal care denied or rejected by any state or federal licensing authority in Oklahoma or another state;
 - (D) Whether any commercial pet breeder licensing board, kennel regulation board, or similar agency has ever revoked or suspended a license, registration, certificate, or endorsement; and

- (E) Has ever surrendered a license, registration, certificate, or endorsement to the Board or any state or federal commercial pet breeder or kennel licensing authority, whether located in Oklahoma or elsewhere;
- (8) Affidavit of Lawful Presence in the United States of America, as provided under 56 O.S. § 71;
- (9) A notarized statement swearing that the information submitted on the application is true and correct;
- (10) State the total number of animals owned by the commercial pet breeder on the date of application and identify how many of the animals are intact female animals, males, and juveniles;
- (11) The date of commencement of operations at that location; and
- (12) Any other relevant information required by the Board.
- (e) If an applicant submits an incomplete application or the Department requests additional information, the Department shall notify the applicant that the application is incomplete and identify the information on the application that is incomplete or needs additional information. The applicant may submit additional information within twenty (20) working days to supplement and complete the application. If the applicant does not respond to the request for additional information in a timely manner, the application shall be denied.
- (f) An application may be withdrawn from consideration by the applicant at any time.
- (g) Any commercial pet breeder whose application is denied due to failure to submit information in a timely manner or who withdrew the application may submit a new application and appropriate fees.

35:55-1-5. Grounds for denial, suspension, or revocation of a license

The Oklahoma Department of Agriculture, Food, and Forestry may deny a license, or renewal thereof, or revoke a license of any applicant or commercial pet breeder who fails to meet the standards of animal care or fails to follow the application process adopted by the Department, or if the person:

- (1) Is convicted of a crime involving animal cruelty;
- (2) Is convicted of violating the Commercial Pet Breeders Act of 2012 more than three times;
- (3) Is convicted of a type of felony specified by subparagraphs a through pp of paragraph 2 of Section 571 of Title 57 of the Oklahoma Statutes;
- (4) Is convicted of a felony punishable under the Oklahoma Racketeer-Influenced and Corrupt Organizations Act; or
- (5) Has held or applied for a United States Department of Agriculture license pursuant to the Animal Welfare Act and whose license was suspended or revoked, or whose application was refused due to the improper care of animals.

35:55-1-6. Inspections

- (a) The Oklahoma Department of Agriculture, Food, and Forestry may contract with a local veterinarian licensed by the state, other state agency or any other qualified person to conduct or assist in an initial prelicense inspection and annual inspections.
- (b) The Department shall arrange for an inspection at a facility prior to issuance of an initial commercial pet breeder license for that facility.

- (1) The Department shall not issue a commercial pet breeder license to any person until the Department receives an initial precense inspection report from the inspector in a format approved by the Department certifying that the facility meets the requirements of the Commercial Pet Breeders Act of 2012.
- (2) Prior to the initial precense inspection, each applicant shall pay to the Department a nonrefundable inspection fee.
- (c) The Department, at least annually, shall arrange for the inspection of each facility of a licensed commercial pet breeder. The inspection shall be conducted during normal business hours and the commercial pet breeder or a representative of the commercial pet breeder shall be present during the inspection.
- (d) The inspector shall submit an inspection report to the Department not later than ten (10) days after the date of the inspection on a form prescribed by the Department and provide a copy of the report to the commercial breeder or the representative.
- (1) The inspection report shall include an itemized list of violations, if any, and may include recommendations for correction.
- (2) A copy of the inspection report shall be sent to the commercial pet breeder who shall have thirty (30) calendar days to correct any deficiencies.

35:55-1-7. Changes of information

A commercial pet breeder shall notify the Oklahoma Department of Agriculture, Food, and Forestry in writing not later than ten (10) days after the date any change occurs in the address, name, management, substantial control, or ownership of the business or operation.

35:55-1-8. Fees

The Board shall charge the following nonrefundable license or renewal fees:

- (1) One (1) to ten (10) intact female animals: \$125.00
- (2) Eleven (11) to twenty (20) intact female animals: \$200.00
- (3) Twenty one (21) to fifty (50) intact female animals: \$350.00
- (4) Fifty one (51) to one hundred (100) intact female animals: \$500.00
- (5) One hundred and one (101) or more intact female animals: \$650.00
- (6) If the commercial pet breeder submits a renewal application and fee after the expiration date, the commercial pet breeder shall pay double the renewal fee as a late charge and the filing of a late application shall also be deemed a violation.

35:55-1-9. Annual report

- (a) Not later than February 1 of each year, a commercial pet breeder shall submit to the Oklahoma Department of Agriculture, Food, and Forestry an annual report on a form prescribed by the Department setting forth the number of adult intact female animals held at the facility at the end of the prior year and such other information regarding the commercial pet breeder's prior year's operations as required by the Department.
- (1) Number of animals at the facility on December 31;
- (2) Number of animals sold during the previous calendar year;
- (3) Number of animals added to the facility during the previous calendar year;
- (4) Number of animals removed from the facility during the previous calendar year;
- (5) Number of mortalities during the previous calendar year;

- (6) List of type, date of occurrence and number of mortalities due to any animal disease at the facility during the previous calendar year; and
- (7) Number of animals exchanged or refunded from the facility.
- (b) The commercial pet breeder shall keep a copy of the annual report at the facility of the commercial pet breeder and, on request, make the report available to the authorized agent of the Board, a local animal control authority, or any other inspector designated by the Department.
- (c) A license holder that has more than one facility shall keep separate records and file a separate report for each facility.

35:55-1-10. Renewals

- (a) A commercial pet breeder who is not in violation of the Commercial Pet Breeders Act of 2012 or any rule adopted under the Commercial Pet Breeders Act of 2012 may renew the license of the person by:
 - (1) Submitting a renewal application to the Oklahoma Department of Agriculture, Food, and Forestry on the form prescribed by the Department containing any changes to the information provided in the initial application.
 - (2) Complying with any other renewal requirements adopted by the Department; and
 - (3) Paying the required fee.
- (b) Any person who fails to apply for a renewal in a manner prescribed by the Department, and whose license has expired, may not engage in activities that require a license until the license has been renewed.
- (c) Not later than sixty (60) days before the expiration of the license, the Department shall send written notice of the impending license expiration to the commercial pet breeder at the last-known address according to the records of the Department.

35:55-1-11. Complaints

- (a) On receipt of a valid written complaint alleging a violation of the Commercial Pet Breeders Act of 2012, an authorized agent of the State Board of Agriculture, a local animal control authority, or an inspector designated by the Department may investigate the alleged violation.
- (b) Any person may submit a written and signed complaint to the Department alleging a violation of the Commercial Pet Breeders Act of 2012 or rules promulgated thereunder.
- (c) Upon receipt of a written complaint, the Department notifies the person filing the complaint in writing of its receipt and status within five (5) working days.
- (d) The party whom the complaint is filed against, if known, is notified within five (5) working days.
- (e) The resolution of a complaint is the completion of the appropriate administrative, jurisdictional, and legal remedies appropriate to the circumstances.
- (f) The complainant and commercial pet breeder shall be notified in writing within seven (7) working days after the resolution of the complaint.

35:55-1-12. Display of license

A commercial pet breeder shall:

- (1) Prominently display a copy of the commercial pet breeder license at the facility of the commercial pet breeder;

- (2) Include the commercial pet breeder license number in each advertisement for the sale or transfer of an animal by the commercial pet breeder; and
- (3) Include in each contract for the sale or transfer of an animal by the commercial pet breeder the commercial pet breeder license number.

35:55-1-13. Exemption for training animals

- (a) Intact female animals held solely for the purpose of training and are not bred shall be exempt from the licensing requirements of these rules.
- (b) Any person who holds intact female animals solely for the purpose of training shall provide documentation to the Department showing the training of the animal. Documentation may include, but not be limited to the following:
 - (1) Sales records showing the animals were trained and sold as trained;
 - (2) Training records and certifications provided with the animals or provided to purchasers of the trained animals;
 - (3) Any other documentation that substantiates that the animals were held solely for training purposes and were not bred.

SUBCHAPTER 3. STANDARDS OF CARE

35:55-3-1. Incorporation by reference

- (a) The following provisions of Title 9 of the Code of Federal Regulations and the requirements contained therein pertaining to Animal Welfare, Part 3 (Standards) are, unless otherwise specified, adopted and incorporated by reference in their entirety:
 - (1) 3.1 (housing facilities, general)
 - (2) 3.2 (indoor housing facilities)
 - (3) 3.3 (sheltered housing facilities)
 - (4) 3.4 (outdoor housing facilities)
 - (5) 3.5 (mobile or traveling housing facilities)
 - (6) 3.6 (primary enclosures), except for 3.6 (c)(1)(ii) and (c)(2)
 - (7) 3.7 (compatible grouping)
 - (8) 3.8 (exercise for dogs)
 - (9) 3.9 (feeding)
 - (10) 3.11 (cleaning, sanitization, housekeeping, and pest control)
 - (11) 3.12 (employees)
 - (12) 3.13 (consignments to carriers and intermediate handlers)
 - (13) 3.14 (primary enclosures used to transport live dogs and cats)
 - (14) 3.15 (primary conveyances [motor vehicle, rail, air, and marine])
 - (15) 3.16 (food and water requirements)
 - (16) 3.17 (care in transit)
 - (17) 3.18 (terminal facilities)
 - (18) 3.19 (handling)
- (b) When reference is made to a federal entity, it shall mean the state counterpart.
- (c) When reference is made to 9 CFR it means, unless otherwise specified, the volume of 9 CFR as published on July 1, 2011.

35:55-3-2. Watering

If potable water is not continually available to the animals, it shall be offered to the animals as often as necessary to ensure their health and wellbeing, but not less than three (3) times daily for at least one (1) hour each time, unless restricted by the attending veterinarian.

35:55-3-3. Compatibility

(a) A commercial pet breeder shall place only compatible animals in the same primary enclosure and at a minimum shall not place the following animals together in the same primary enclosure:

- (1) Breeding female animals in heat in the same enclosure at the same time with sexually mature male animal, except for breeding purposes;
- (2) Breeding females and their litters in the same enclosure at the same time with other adult dogs;
- (3) Puppies or kittens under four (4) months of age with other adult animals other than their dam or foster dam, unless maintained in breeding colonies; or
- (4) Animals exhibiting vicious or an aggressive disposition with any other animal.

(b) A commercial pet breeder shall not place more than six (6) adult animals simultaneously in any enclosure.

35:55-3-4. Primary enclosures

(a) Any commercial pet breeder that applies for a commercial pet breeder license no later than September 1, 2012, shall not be required to meet any cage size requirement more stringent than United States Department of Agriculture standards. Regardless of license application date, any commercial pet breeder replacing or adding cages after September 1, 2012, shall meet the cage size requirements as of the date of replacement or addition.

(b) Any new commercial pet breeder or any commercial pet breeder replacing or adding cages after September 1, 2012 shall meet the following primary enclosure size requirements for dogs.

(1) Commercial pet breeders may house up to six (6) dogs removed from their whelping box in the same primary enclosure, but the primary enclosure shall provide at least the following amount of square feet of floor space:

(A) For an enclosure containing one dog, the mathematical square of the sum of the length of the dog in inches (measured from the tip of its nose to the base of its tail) plus 6 inches; divided the product by 144, times 2. Mathematically, the space the commercial pet breeder must provide for the first dog equals $2 \times [(\text{length of dog in inches} + 6) \times (\text{length of dog in inches} + 6)/144]$.

(B) For an enclosure containing two dogs, the mathematical square of the sum of the length of the dog in inches (measured from the tip of its nose to the base of its tail) plus 6 inches; divided the product by 144, times 3. Mathematically, the space the commercial pet breeder must provide for the first dog equals $3 \times [(\text{length of dog in inches} + 6) \times (\text{length of dog in inches} + 6)/144]$.

(C) For an enclosure containing three dogs, the mathematical square of the sum of the length of the dog in inches (measured from the tip of its nose to the base of its tail) plus 6 inches; divided the product by 144, times 4. Mathematically, the space the commercial pet breeder must provide for the first dog equals $4 \times [(\text{length of dog in inches} + 6) \times (\text{length of dog in inches} + 6)/144]$.

(D) For an enclosure containing four dogs, the mathematical square of the sum of the length of the dog in inches (measured from the tip of its nose to the base of

its tail) plus 6 inches; divided the product by 144, times 5. Mathematically, the space the commercial pet breeder must provide for the first dog equals $5 \times [(\text{length of dog in inches} + 6) \times (\text{length of dog in inches} + 6)/144]$.

(E) For an enclosure containing five dogs, the mathematical square of the sum of the length of the dog in inches (measured from the tip of its nose to the base of its tail) plus 6 inches; divided the product by 144, times 6. Mathematically, the space the commercial pet breeder must provide for the first dog equals $6 \times [(\text{length of dog in inches} + 6) \times (\text{length of dog in inches} + 6)/144]$.

(F) For an enclosure containing six dogs, the mathematical square of the sum of the length of the dog in inches (measured from the tip of its nose to the base of its tail) plus 6 inches; divided the product by 144, times 7. Mathematically, the space the commercial pet breeder must provide for the first dog equals $7 \times [(\text{length of dog in inches} + 6) \times (\text{length of dog in inches} + 6)/144]$.

(2) Commercial pet breeders shall provide each female dog with nursing puppies the amount of floor space calculated pursuant to (b)(1) of this section plus sufficient floor space to allow for a whelping box and the litter, based on the intact female's breed and behavioral characteristics, and in accordance with generally accepted husbandry practices as determined by the attending veterinarian but at a minimum large enough to allow the mother to stretch out on her side, permitting all the puppies to nurse.

(A) If the additional amount of floor space for each nursing puppy is less than five percent (5%) of the minimum requirement for the female dog, the commercial pet breeder shall obtain approval by the attending veterinarian.

(B) As soon as the puppies are able to leave the whelping box, the calculations for additional dogs as specified in (b)(1) of this section shall apply.

(C) Any whelping box or enclosure shall provide for enough room to allow the female dog to separate from the pups in the box or enclosure.

(D) Minimum floor space required by this section shall be calculated excluding floor space taken up of by food pans, water pans, and litter boxes.

(E) Nothing in this section shall require separation of litter mates.

(c) If the floor of a primary enclosure is composed of coated wire, the commercial pet breeder shall provide temporary or permanent covers or inserts creating a solid surface within the primary enclosure equal to twenty five percent (25%) of the minimum size of the enclosure, as calculated under (b)(1) of this section.

35:55-3-5. Waste management

(a) A commercial pet breeder shall remove all animals from enclosures during cleaning and sanitization and shall hold them in an enclosure satisfying the minimum space requirements in this subchapter or in an exercise area.

(b) A commercial pet breeder shall comply with all waste disposal practices required by the Oklahoma Department of Agriculture, Food, and Forestry and other applicable municipal ordinances, state statutes, and federal codes for disposal of pet waste.

(c) A commercial pet breeder shall conduct regular and frequent collection, removal, and disposal of animal and food wastes, bedding, debris, garbage, water, other fluids, wastes, and dead pets, in a manner that minimizes contamination and disease risks.

- (d) A commercial pet breeder shall equip housing facilities and primary enclosures with disposal facilities and drainage systems that rapidly eliminate pet waste and allow animals to remain clean and dry at all times.
- (1) A commercial pet breeder shall properly construct, install, and maintain all drains.
- (2) If a commercial pet breeder uses a closed drainage system, the drains shall be equipped with traps and prevent the backflow of gases and the backup of sewage onto the floor or any surface that animals might touch.
- (3) If a commercial pet breeder uses sump or settlement ponds, or other similar systems for drainage and animal waste disposal, the system shall be located far enough away from the pet area of the housing facility holding pets to prevent odors, diseases, pests, and vermin infestation.
- (e) Trash containers in housing facilities and in food storage and food preparation areas shall be leak proof and have tightly fitted lids on them at all times.
- (f) A commercial pet breeder shall ensure carcass disposal meets all state and local requirements.
- (g) A commercial pet breeder shall not keep or allow to be kept animal carcasses or animal waste in food storage or preparation areas, food freezers, food refrigerators, or areas that animals may touch or reach.
- (h) Cleaning and treatment of all waste including water shall be done in such a manner that there shall be no adverse effect on any animal in the area.
- (i) A commercial pet breeder may stack primary enclosures containing animals over other primary enclosures containing animals so long as there is a barrier or drainage system between the upper and lower enclosures that prevents all waste and debris from falling into the lower enclosures.
- (j) A commercial pet breeder shall maintain ammonia levels at all locations in housing facilities at a level that does not interfere with human or animal health or wellbeing.

35:55-3-6. Veterinary care

- (a) A commercial pet breeder shall provide animals with necessary veterinary care to ensure animals' wellbeing.
- (b) A commercial pet breeder shall provide a sick or injured animal appropriate veterinary care within twenty four (24) hours, unless on weekends, in which case a commercial pet breeder shall provide a sick or injured animal veterinary care on the next business day.
- (c) A commercial pet breeder shall follow the directives of the veterinary doctor for care of the animal, including that a commercial pet breeder shall provide to the animals any medications prescribed by the veterinarian and additional food, water, exercise, or any other direction of the veterinarian.
- (d) Rabies vaccine may only be administered by or under the supervision of an Oklahoma licensed veterinarian and shall be administered in compliance with rules of the Oklahoma Department of Health.

35:55-3-7. Grooming

- (a) Commercial pet breeders shall provide grooming to all dogs, including brushing, tangle removal, nail trims, and hair trimming, and bathing frequently enough to maintain good skin health and odor control, and no signs of long standing dirt and grime.

(b) The dog's coat shall not be matted to the point that it impedes normal bodily functions, including but not limited to breeding, seeing, eating, drinking, standing, sitting, laying, and waste excretion.

35:55-3-8. Quarantine

In order to minimize the dissemination of disease, commercial pet breeders shall separate from other animals those animals that are under quarantine or receiving treatment for a suspected communicable disease.

35:55-3-9. Animal identification

(a) A commercial pet breeder shall identify each animal two (2) months of age or older and each pet prior to sale or transfer of ownership, if before two (2) months of age, with a form of permanent identification, including but not limited to an implanted permanent pet identification number microchip, tattoo, or other similar mechanism, mark, or devise approved by the Department.

(b) A commercial pet breeder may tattoo in accordance with a registering organization or Federal USDA licensing guidelines.

(c) A commercial pet breeder shall insure that the permanent identification that is placed on the animal matches their sales and breeding records.

(d) A commercial pet breeder that chooses to tattoo, but is not tattooing according to any national guidelines or regulations from a registration agency or other licensing agency shall tattoo in accordance with the following method: OK"License Number"-"Pet Tracking Number". Example: OK123-12.

(e) A commercial pet breeder may request an exception from permanent identification from the Department. The Department shall review the request and determine on a case by case basis if the commercial pet breeder may use another form of identification on animals.

35:55-3-10. Euthanasia procedures

Animals owned or housed by a commercial pet breeder may only be euthanized by a veterinarian licensed in Oklahoma or an Oklahoma Registered Veterinary Technician under the order of an Oklahoma licensed Veterinarian following the Oklahoma Veterinary Practice Act pursuant to accepted euthanasia protocol.

SUBCHAPTER 5. TRANSPORTATION

35:55-5-1. General transportation requirements

When a commercial pet breeder removes animals from housing facilities for transportation, including delivery to purchasers and transportation to auctions or sale locations, they shall transport and care for the pets in a manner that ensures the pets' safety, access to food and water, continued enclosure ventilation and sanitation, adequate space, and protection from the elements and extreme temperatures in a reasonably similar manner to that required by these Rules.

35:55-5-2. General travel requirements

(a) A commercial pet breeder shall provide food and water to animals scheduled to be transported during the four (4) hours before travel or before the commercial pet breeder delivers

the pet to the carrier. Commercial pet breeders shall provide a small amount of food of the type the pet is regularly fed in a dry storage bag to accompany the animal during transport.

(b) When transporting pets, a commercial pet breeder shall maintain the temperature in pet holding, transportation, or cargo areas above 45 °F (7.2 °C) and below 85 °F (29.5 °C) while pets are present, except for temporary variations in temperature which in no event shall last more than four (4) consecutive hours when animals are present inside a holding, transportation or cargo area or forty five (45) minutes while animals are being transported between holding areas. A commercial pet breeder shall adequately ventilate pet holding areas through windows, doors, vents, fans, blowers, or air conditioning at all times that pets are present, and shall use auxiliary ventilation, such as exhaust fans, vents, fans, blowers, or air conditioning when the ambient temperature is 85 °F (29.5 °C) or higher.

(c) During travel, commercial pet breeders shall remove pets from their primary enclosures every 24 hours to allow the animal to urinate, defecate, and obtain exercise.

(d) Ban on shipment of young pets. Commercial pet breeders shall not sell or transfer ownership, ship, directly or indirectly, animals less than eight (8) weeks of age.

35:55-5-3. Consignments to carriers

(a) A commercial pet breeder shall not deliver an animal for transport in commerce more than four (4) hours before the scheduled departure time of the car, truck, train, aircraft, or other vehicle or transport on which the pet is to be transported.

(b) Commercial pet breeders shall obtain the name, address, and telephone number of the recipient before delivering a pet for transport by a carrier, and shall provide the address to the carrier.

(c) The commercial pet breeder shall prepare a written statement of each traveling pet's condition and shall attach the certification to the outside of each traveling pet's primary enclosure in an easily visible location that allows persons looking at the primary enclosure to read the certification. The certification shall provide the following:

(1) The commercial pet breeder shall certify that it provided food and water to the pet during the 4 hours before the pet was delivered for transport and state the time the feeding and watering occurred;

(2) Instructions for feeding or watering the animal for a twenty four (24) hour period that in no event instructs that the pet be provided no food or water, unless directed by a veterinarian;

(3) The commercial pet breeder's name, address, and license number;

(4) The recipient's name, address, and telephone number;

(5) A description of the pet;

(6) A brief summary of the pet's immunization record; and

(7) The commercial pet breeder's signature and the date and time the certification was signed.

(d) The commercial pet breeder shall instruct the carrier that when a primary enclosure containing a pet has arrived at the animal holding area at a terminal facility after transport, the carrier shall attempt to notify the intended recipient upon arrival and at least once in every 6-hour period thereafter.

(1) The time, date, and method of all attempted notifications and the actual notification of the consignee, and the name of the person who notifies or attempts to

notify the consignee must be written either on the carrier's or intermediate handler's copy of the shipping document or on the copy that accompanies the primary enclosure.

(2) The commercial pet breeder shall instruct the carrier that if the intended recipient cannot be notified within 24 hours after the pet has arrived at the terminal facility, the carrier shall return the pet to the commercial pet breeder or to a person that the commercial pet breeder shall designate, and the commercial pet breeder shall pay the carrier additional fees or costs associated with the re-delivery.

(3) The commercial pet breeder shall instruct the carrier that if the intended recipient is notified of the arrival of the pet and does not accept delivery of the pet within 48 hours after arrival of the animal, the carrier shall return the pet to the commercial pet breeder or to a person the commercial pet breeder designates, and the commercial pet breeder shall pay the carrier or intermediate handler additional fees or costs associated with the re-delivery.

(4) The commercial pet breeder shall contract with the carrier or intermediate handler for the carrier or intermediate handler to continue to provide proper care, feeding, and housing to the pet and maintain the pet in accordance with generally accepted professional and husbandry practices while in transportation and until the intended recipient accepts delivery of the animal or until the carrier returns the pet to the commercial pet breeder or a person the commercial pet breeder designates.

35:55-5-4. Primary enclosures used to transport live pets

(a) Each pet must be contained in a primary enclosure such as a compartment, transport cage, or crate while being transported. Primary enclosures used to transport pet shall be constructed so that:

(1) The primary enclosure is strong enough to contain the pet securely and comfortably and to withstand the normal rigors of transportation;

(2) The interior of the primary enclosure has no sharp points or edges and no protrusions that could injure the pet contained in it;

(3) The pet is at all times securely contained within the enclosure and cannot put any part of its body outside the enclosure in a way that could result in injury to itself, to handlers, or to persons or animal nearby;

(4) The pet can be easily and quickly removed from the enclosure in an emergency;

(5) Unless the enclosure is permanently affixed to the conveyance, the enclosure must have devices such as handles or handholds on its exterior that enable persons to lift, manipulate, and move the enclosure without tilting it, and ensure that persons handling the enclosure will not come into physical contact with the pet contained inside;

(6) Unless the enclosure is permanently affixed to the conveyance, the commercial pet breeder shall clearly mark the primary enclosure on top and on one or more sides with the words "Live Animals," in letters at least 1 inch (2.5 cm.) high, and with arrows or other markings to indicate the correct upright position of the primary enclosure;

(7) Any material, treatment, paint, preservative, or other chemical used in or on the enclosure must be nontoxic to the pet and not harmful to the health or well-being of the pet;

(8) The pet contained inside receives proper ventilation;

(9) The primary enclosure has a solid, leak-proof bottom or a removable, leak-proof collection tray under a slatted or mesh floor that prevents seepage of waste products, such

as excreta and body fluids, outside of the enclosure. If a slatted or mesh floor is used in the enclosure, it must be designed and constructed so that the pet cannot fit or place any part of its body between the slats or through the holes in the mesh. Unless the pets are on raised slatted floors or raised floors made of mesh, the primary enclosure must contain enough previously unused litter to absorb and cover excreta. The litter must be of a suitably absorbent material that is safe and nontoxic to pets;

(10) The primary enclosure must not allow for excreta or other wastes to fall on other pets, including that enclosures may not be stacked if the enclosures permit wastes or excreta to fall through the enclosure.

(b) Primary enclosures used to transport live pets must be large enough to ensure that each pet contained in the primary enclosure has enough space to turn about normally while standing, to stand and sit erect, and to lie in a natural position.

(c) A primary enclosure used to hold or transport pets in commerce must be cleaned and sanitized before each use. If the dogs or cats are in transit for more than 24 hours, the commercial pet breeder shall clean the primary enclosure, replace all litters, and use other methods, such as moving the pets to another enclosure, to prevent the soiling of the pets by body wastes. If it becomes necessary to remove the pet from the enclosure in order to clean, or to move the pet to another enclosure, this procedure must be completed in a way that safeguards the pet from injury and prevents escape.

(d) Ventilation methods shall meet the following:

(1) Unless the primary enclosure is permanently affixed to the conveyance, the primary enclosure shall have:

(A) At least one-third of the ventilation area located on the upper half of the primary enclosure; and

(B) At least one of the following:

(i) Ventilation openings located on two opposing walls of the primary enclosure and the openings must be at least 16 percent of the surface area of each such wall, and the total combined surface area of the ventilation openings must be at least 14 percent of the total combined surface area of all the walls of the primary enclosure; or

(ii) Ventilation openings on three walls of the primary enclosure, and the openings on each of the two opposing walls must be at least 8 percent of the total surface area of the two walls, and the ventilation openings on the third wall of the primary enclosure must be at least 50 percent of the total surface area of that wall, and the total combined surface area of the ventilation openings must be at least 14 percent of the total combined surface area of all the walls of the primary enclosure; or

(iii) Ventilation openings located on all four walls of the primary enclosure and the ventilation openings on each of the four walls must be at least 8 percent of the total surface area of each such wall, and the total combined surface area of the openings must be at least 14 percent of total combined surface area of all the walls of the primary enclosure.

(2) If a primary enclosure is permanently affixed to the primary conveyance so that there is only a front ventilation opening for the enclosure, the primary enclosure must be affixed to the primary conveyance in such a way that the front ventilation opening cannot be blocked, and the front ventilation opening must open directly to an unobstructed aisle

or passageway inside the conveyance. The ventilation opening must be at least 90 percent of the total area of the front wall of the enclosure, and must be covered with bars, wire mesh, or smooth expanded metal having air spaces.

(e) Commercial pet breeders shall transport in the same primary enclosure no more than one animal 6 months of age or older; one live puppy, 8 weeks to 6 months of age, and weighing over 20 lbs.; or two live puppies or kittens up to 6 months of age, that are of comparable size, and weighing 20 lbs. or less each. Commercial pet breeders shall not transport puppies or kittens 4 months of age or less in the same primary enclosure with adult animals other than their dams. Commercial pet breeders may only transport in the same primary enclosure compatible pets of the same species.

(f) Primary enclosures used to transport pets must be positioned in the primary conveyance so as to allow an animal access to sufficient air for normal breathing at all times, and provide protection from the elements, including that pets shall not be wetted by precipitation when windows, doors, or other openings of animal holding or transportation areas are open. The openings of primary enclosures must be accessible at all times for emergency removal of the pets.

(g) Shipping documents that must accompany shipments of pets must either be held by the operator of the primary conveyance, for surface transportation only, or must be securely attached in a readily accessible manner to the outside of any primary enclosure that is part of the shipment, in a manner that allows them to be detached for examination and securely reattached, such as in a pocket or sleeve. Instructions for administration of drugs, medication, and other special care must be attached to each primary enclosure in a manner that makes them easy to notice, to detach for examination, and to reattach securely. The certification of pet condition required by of these Rules must be affixed to the primary enclosure. Shipping documents shall state the number and species of animals being transported.

(h) If the trip is 6 hours or more in length, a litter box shall be provided within each crate for cats. The litter box shall not cover more than 50% of the crate floor, and the remaining space must be large enough for the cat to stand, lie down, and turn around.

35:55-5-5. Food and water during transportation

Commercial pet breeders shall provide food at least once every 24 hours to each animal that is 16 weeks of age and at least once every 12 hours to puppies and kittens less than 16 weeks of age. Commercial pet breeders shall provide potable water to each animal at least once every twelve (12) hours.

SUBCHAPTER 7. RECORDKEEPING AND SALES

35:55-7-1. Records

(a) A commercial pet breeder shall maintain a separate health record for each animal in the facility of the commercial breeder documenting the healthcare of the animal that shall include:

(1) The breed, sex, color, and identifying marks of the animal; and

(2) A record of all inoculations, medications, and other veterinary medical treatment received by the animal while in the possession of the commercial pet breeder.

(b) The commercial pet breeder shall make the health records available on request to the Oklahoma Department of Agriculture, Food, and Forestry, an authorized agent of the Board, a local animal control authority, or any other inspector designated by the Department.

(c) Commercial pet breeders shall create, maintain, and keep records of operations consisting of a list describing all pets, that have been born, housed or kept in the facility at any time, and stating the disposition of all pets listed. In describing the disposition of any pet, the commercial pet breeder shall record the following:

(1) If the animal was sold or otherwise transferred, the manner and location of the sale, transfer, or other disposition, and the purchaser's name and address, if the commercial pet breeder shipped or otherwise transported the animal to the purchaser;

(2) That the pet is still on the premises, or

(3) If the pet died while at the facility, the date of death and cause of the death.

(d) Commercial pet breeders shall keep the following records of all sales or disposition of pet the commercial pet breeder has owned or has housed at the licensed facility:

(1) A description of each sold or disposed pet; and

(2) With respect to each pet list the date of transaction, the location of the transaction, whether the commercial pet breeder transported or shipped the pet for delivery, including the location of the recipient, the age of the pet, and the name and address of the purchaser.

(e) Commercial pet breeders shall keep at their facility records of all pets the commercial pet breeder has purchased or otherwise acquired at any time during the preceding 2 years, which record shall include the date of the transaction, the name and address of the seller, and a description of each pet received, including the age of each pet at the time it was acquired by the commercial pet breeder.

(f) Commercial pet breeders shall keep at their facility breeding records, which, for each adult female animal shall list the dates she was bred, the dates on which her puppies or kittens were born, and the number of puppies or kittens in each litter.

(g) For each pet, commercial pet breeders shall keep copies of documents evidencing the information that must be contained in the pet breeder's records, including veterinary reports, sales receipts, and shipping invoices.

(h) A commercial pet breeder shall maintain all records for a minimum of two (2) years.

35:55-7-2. Pet health history provided to purchaser; sale of unhealthy pets

(a) At the time of the sale, commercial pet breeders shall provide to purchasers of pets a written disclosure of all treatments involving immunizations, medications, anthelmintics (dewormers) and all other treatments for parasites, administered to the purchased pet thirty (30) days prior to the sale. The disclosure shall describe the pet and describe the product used, the dosage, and the medication or product administered to the animal.

(b) Commercial pet breeders shall not knowingly sell a diseased or sick pet without fully disclosing the pet's condition to the purchaser. At the time they offer a pet for sale, commercial pet breeders shall disclose to the purchaser whether the offered animal has any known diseases, defects, or health conditions.

(1) If, within ten (10) days after receipt of a pet by the purchaser, a veterinarian states, in writing, that the pet has an undisclosed health problem or disease which existed in the animal at the time of delivery, or if within one year after receipt of the animal by the purchaser, a veterinarian states, in writing, that the pet has died or is ill due to an undisclosed hereditary or congenital defect, or is not of the breed type represented, the pet shall be considered to have been unfit for sale at the time of sale.

(A) If the animal died, the purchaser shall provide necropsy and lab results to the commercial pet breeder.

(B) If the animal is ill, the commercial pet breeder may request an additional veterinary examination by a veterinarian in the vicinity of the purchaser selected by the commercial pet breeder.

(C) If the animal is not of the breed type represented, the purchaser shall provide DNA analysis verifying the determination.

(2) A purchaser shall be entitled to return to the commercial pet breeder a pet that was unfit for sale and obtain full reimbursement of the purchase price, except that if the unfit pet has died within one year of delivery the purchaser may obtain a reimbursement of the purchase price without returning the pet upon providing proof that the pet has died.

(c) For purposes of cost reimbursement under this section, purchaser, as defined in subsection (b) of this section, shall include the consumer who ultimately purchases the pet if the commercial pet breeder sells the pet to an intermediary or retailer if consumer obtains a veterinary statement indicating that the pet had pre-existing health problems, as described in subsection (b), and if the commercial pet breeder failed to disclose the pre-existing health problems to the intermediary that purchased the pet from the commercial pet breeder. In such case, recovery would be limited to the price paid to the commercial pet breeder. Commercial pet breeders shall not be liable to consumers if they disclose pre-existing health problems to the intermediary or retailer that ultimately sells the pet to the consumer.

35:55-7-3. Sales invoice or statement

At the time of the sale, the commercial pet breeder shall provide the purchaser a sales statement in which the commercial pet breeder shall describe the pet, list the date of the transaction, the sales price, the name of the purchaser, the location of the sale and the method of delivery, the commercial pet breeder's license number where applicable, and list any health problem disclosures made to the purchaser. If the commercial pet breeder transports or otherwise ships the pet to the purchaser, the commercial pet breeder shall list the purchaser's address on the sales statement

35:55-7-4. Location of sales

(a) Commercial pet breeders shall not market or sell or offer to sell any pets in retail parking lots or public parking lots, from the side of any road, or from any location that the person does not own if the person has not obtained the proper permit or credentials to sell from such location.

(b) Notwithstanding the foregoing, if while located at a location from which the commercial pet breeder may legally sell products the commercial pet breeder communicates with a purchaser, through phone, fax, email, or other form of communication, and agrees to sell and deliver a pet to a purchaser, the commercial pet breeder may deliver the sold pet to the purchaser to any location upon which the commercial pet breeder and purchaser agree.

35:55-7-5. Prohibition on the purchase, sale, or transportation of stolen pets

No Licensee shall buy, sell, or transport any stolen pet.

35:55-7-6. Other requirements or acts prohibited

Commercial pet breeders shall comply with all applicable state and federal laws, municipal ordinances, and reasonable requirements of the Board.