

# APPLICATION FOR DOMESTIC ANIMAL DEALER AND HAULER LICENSE

Please indicate if you are apply	ing as a Deale	er, Hauler, or both:	<b>Dealer</b>	() Hauler			
I, hereby, apply to the Pennsylvania EC.S.A. §§ 2341-2349).	Department of Ag	griculture for a license as es	tablished unde	er sections 23	41-2349 of the Domestic Ani	mal Law (3Pa.	
ANNUAL FEE: \$50 + \$25/AG	ENT		BUREAU USE ONLY:				
KENNEL: NO FEE KL#			LICENSE NUMBER: DH				
O INITIAL APPLICATION		PREMIS	ES ID:				
ORENEWAL APPLICATION - CURRENT LICENSE #:				REGION	i:		
YEAR:				CHECK:		Γ: \$	
1. Applicant Information:				CONVE	YANCE: #		
Applicant Name:			Email Ad	ldress:			
Mobile Phone #:	OPreferred	<b>Business Phone #:</b>		Preferred	Fax Phone #:	OPreferred	
Mailing Address:			County:				
Business/Trade Name (If Appl	icable):						
			La				
Business Address:			County:				
Please indicate above the addr	ess of which a	domestic	1				

1

animals are temporarily held, if applicable. Please attach

list of additional addresses if necessary.



## 2. Business Type – Please Select:

SOLE PROPRIETOR	PARTNERSHIP	ASSOCIATION/LLC	CORPORATION	

### 3. <u>Classification – Please Select All That Apply:</u>

*AUCTION	DEALER /HAULER	*IF <u>AUCTION</u>	OR BUYING S	STATION, PLEASE SELECT SA	ALE DAYS:
*BUYING STATION	LIVE BIRD	SUNDAY	0	THURSDAY	0
	MARKET	MONDAY	0	FRIDAY	0
DEAD ANIMAL HAULER	PET SHOP				
HAULER		TUESDAY	0	SATURDAY	0
ANIMAL/SLAUGHTER MARKET	OTHER (PLEASE SPECIFY)	WEDNESDA	YΟ	VARIES	0

### 4. If Applicant Is in A Partnership, Association, or LLC, Please List All Members/Partners:

Name and Title of Member/Partner:	Mailing Address + County:	Email Address:	Phone #:

Please attach list and include any additional Members/Partners.



# 5. If Applicant Is in A Corporation, Please Fill Out The Table Below:

<b>State Where Incorporated:</b>	Date Of Incorporation:	Address Of Principal C	Office + County:	
Name Of President	Mailing Address + County:		Email Address:	Date Taking Office:
Name Of Vice President	Mailing Address + County:		Email Address:	Date Taking Office:
Name Of Secretary	Mailing Address + County:		Email Address:	Date Taking Office:
Name Of Treasurer	Mailing Address + County:		Email Address:	Date Taking Office:



# 6. The Following Individuals Are Authorized Agents:

	Agent Name:	Agent Phone #:	Agent Mailing Address + County:	Agent Signature:
1				
2				
3				
4				
5				

Please see Page 6 for Agent definition. Please attach list to include any additional Authorized Agents, if applicable.

## 7. The Following Vehicles/Trailers Will Be Used:

	License Plate #:	<b>Issuing State:</b>	Make:	Model:	Year:
1					
2					
3					
4					
5					

Please attach list and include any additional vehicles/trailers that will be used, if applicable.



### 8. Please Select All Animals That Business Will Be Dealing and/or Hauling:

SPECIES:	DEAL:	HAUL:	SPECIES:	DEAL:	HAUL:
Bovine (Cattle):			Equine (Horse):		
Camelid (Alpaca/Llama):			Porcine (Pig):		
Caprine (Goat) / Ovine (Sheep):			Poultry (Please See Page 6 for Definition):		
Cervidae (Deer):			Other (Please Specify Below):		

Otner Species	(Please also specify	' ii Dealing and/or	Hauling):	

- Those desiring to sell aquaculture and/or reptiles must fill out a separate Aquaculture License application.
- Please notify the Bureau within 30 days of any updates on the following: Vehicles, Agents, Species Dealt/Hauled, Phone Numbers, Email Addresses, Mailing Addresses, Contacts, Business Type, Sale Days, Classification, or Kennel License Status.
- o Kennel Licenses must be active and renewed for the calendar year prior to having the annual fee waived for the Domestic Animal Dealer and Hauler License for that same calendar year.
- o If the **Existing Business Address** changes, please inform the Bureau immediately. A new application must be filled out to make this change.
- o This application must be renewed annually. All licenses expire 12/31 of the calendar year.
- A copy of the Domestic Animal Law, which you are agreeing to adhere by, is available online, or can be mailed upon request.

PRINTED NAME:	DATE:
SIGNATURE & TITLE:	DATE:



### **DEFINITIONS:**

**AGENT:** The Domestic Animal Law states, "A person, firm, association, partnership or corporation buying or receiving or soliciting or negotiating the sale of domestic animals for or on behalf of any dealer or transporting domestic animals on behalf of any hauler" (3Pa.C.S.A. § 2303). "...a domestic animal or dead domestic animal dealer... who applies for or holds a dealer's...license may designate any person to act as an agent on behalf of that dealer..." (3Pa.C.S.A. § 2343(a)).

**DEALER & HAULER LICENSE**: The Domestic Animal Law states, "No person shall engage in or carry on the business of a dealer or hauler of domestic animals or of dead domestic animals or act as an agent for a dealer or hauler, unless such person is duly license by the department" (3Pa.C.S.A. § 2342(a)).

**DEALER**: The Domestic Animal Law states, "A person that buys, receives, sells, exchanges, negotiates or solicits the sale, resale, exchange or transfer of domestic animals or dead domestic animals for the purpose of transfer of ownership or possession to a third party." (3Pa.C.S.A. § 2303).

FEE: A fee of \$50 is required for each Dealer license (3Pa.C.S.A. § 2345). A separate fee of \$25 is required for each agent's license (3Pa.C.S.A. § 2345). Please make checks or money orders payable to the "Commonwealth of Pennsylvania" and remit along with the application to the address identified at the bottom of this form.

**HAULER**: The Domestic Animal Law states, "A person responsible for the transportation of domestic animals or dead domestic animals into, within or from this Commonwealth, but the term shall not be construed to mean any of the following: (1) A person who transports a domestic animal which he owns or raises under contract on behalf of a third part between farms which that person owns or operates. (2) A person who transports a domestic animal from a farm which he owns or operates to a location where ownership or possession is to be transferred to another. (3) A person who transports a domestic animal which he has purchased or taken possession of at another location from the point of purchase of possession to a farm which that person owns or operates. (4) A person who transports a domestic animal which he owns or raises under contract on behalf of a third part to and from places of exhibition. (5) A person who transports a domestic animal which he owns or raises under contract on behalf of a third party to a slaughter or processing facility." (3Pa.C.S.A. § 2303).

INSPECTION and INVESTIGATION: Every Dealer, and every Agent is subject to inspection by the Department. The Department is required to conduct such inspections as are necessary to assure the sanitary and humane handling of domestic animals and to assure compliance with the recordkeeping and other standards of the Domestic Animal Law. (3Pa.C.S.A. § 2349) All required records of an applicant, or a licensed Dealer or Agent are subject to investigation by the Department. As a precondition to the issuance of a Dealer license, and as a continuing condition of such licensure, the Department will inspect an applicant or licensed Dealer's facilities, equipment, or vehicles and records for compliance with the Domestic Animal Law and its attendant regulations and Orders.

POULTRY: A chicken, duck, goose, turkey, pigeon, chukar, guinea, exotic fowl or game bird raised in captivity.

**RECORDS:** Every Dealer and every Agent shall keep such accounts, records and memoranda as are determined by the Department to be sufficient to identify all living or dead domestic animals handled and the origin and disposition of those animals, to fully and clearly disclose all transaction involved in the business and necessary to fully disclose true ownership of the business, including by stakeholders and others. In addition, the Dealer and the Agent must keep records of health certifications and sanitary measures required under the provisions of the Domestic Animal Law and its attendant regulations. All required records shall be made available for inspection or investigation upon the Department's request.

**TERM OF LICENSE**: A Dealer license shall expire at the end of the calendar year for which it was issued, except that licensure shall be continued pending renewal or denial by the Department if the renewal application is received by the Department not later than December 1 of the preceding calendar year. (3Pa.C.S.A. § 2346).

**VERIFICATION:** Each applicant for a license shall sign this license application. The signature shall serve to affirm the information contained in this license application is true and correct. The signature of the license applicant shall act as a verification and affirmation that the information contained in this license application is true and correct and is subject to the provisions of 18Pa.C.S. § 4904 (relating to unsworn falsification to authorities). (3Pa.C.S.A. § 2344).

CMI 20

