

As Amended by House Committee

Session of 2026

HOUSE BILL No. 2501

By Committee on Federal and State Affairs

Requested by Representative Kessler

1-21

AN ACT concerning firearms; relating to civil liability; providing for immunity from civil liability to federal firearms licensees for returning a firearm to the firearm owner at the termination of a firearm hold agreement.

Be it enacted by the Legislature of the State of Kansas:

Section 1. (a) As used in this section, unless the context requires otherwise:

(1) "Federal firearms licensee" means any person or entity licensed pursuant to 18 U.S.C. § 923.

(2) "Firearm" means the same as defined in 18 U.S.C. § 921, as in effect on July 1, 2026.

(3) "Firearm hold agreement" means a private ~~transaction~~ **agreement** between a federal firearms licensee and an individual firearm owner in which the licensee takes physical possession of the owner's lawfully possessed firearm at the owner's request, holds the firearm for an agreed period of time and returns the firearm to the owner according to the terms of the ~~transaction~~ **agreement. If the firearm hold agreement does not provide for the disposition of a firearm abandoned by the owner, state law providing for the disposition of abandoned property applies.**

(4) "Municipality" means any city, county and consolidated city-county.

~~(b)-(4)~~ **The individual firearms owner shall provide the make, model and serial number of each firearm to be held as part of the firearm hold agreement. The agreement shall also contain an option for the firearms owner to list a second person to contact in the event of the death or serious illness of the firearms owner.**

(c) Notwithstanding any other provision of ~~federal or state~~ law, a federal firearms licensee conducting business in this state that has entered into a firearm hold agreement with a firearm owner shall be immune from ~~civil any claim or cause of action of any kind under theory of liability for returning the~~ **including, but not limited to, statutory claims or common law claims arising from tort or contract for any act or omission concerning, arising out of or related to the temporary storage of the firearm on the federal firearm licensee's licensed**

1 business premises or the return of a firearm to the individual firearm
2 owner pursuant to the firearm hold agreement, including, without
3 limitation, claims related to personal injury of death of a person
4 resulting from the return of a firearm to the firearm owner at the
5 termination of the firearm hold agreement.

6 ~~(2) The immunity provided by paragraph (1) shall not apply to any~~
7 ~~action arising from a firearm hold agreement if such action was the result~~
8 ~~of otherwise unlawful conduct on the part of the federal firearms licensee.~~

9 (d) Nothing in this act shall be construed to require a federal
10 firearm licensee to accept a firearm for temporary storage on the
11 licensee's premises at the request of the owner as a condition of such
12 licensee's license, thereby allowing federal firearm licensees to have
13 complete discretion in refusing to enter into a firearm hold agreement.

14 (e) (1) Municipalities are preempted from imposing any
15 regulation or additional terms on firearm hold agreements or from
16 creating any civil course of action involving the parties to a firearm
17 hold agreement.

18 (2) The provisions of this act preempt any local statutes, laws or
19 regulations that require or impose obligations on a federal firearm
20 licensee to receive a firearm by a lawful owner for temporary storage
21 pursuant to a firearm hold agreement that are beyond the
22 requirements of this act.

23 (f) A federal firearms licensee shall destroy and not retain in any
24 form, including digital or electronic records, any firearm hold
25 agreement, list of such agreements or identifying information related
26 thereto, not later than 90 days after the termination of the agreement
27 and return of the firearm to the owner, unless required to retain such
28 records by federal law. Destruction shall be in a manner that prevents
29 reconstruction of such records.

30 (g) The voluntary exercise by a firearm owner of the right to
31 temporarily transfer possession of a lawfully owned firearm pursuant
32 to a firearm hold agreement and the subsequent exercise of the right
33 to reclaim possession of such firearm shall be deemed the lawful
34 exercise of a property right and not give rise to:

35 (1) Any presumption of negligence, fault, recklessness or
36 foreseeability;

37 (2) any inference that the firearm owner lacked the legal capacity
38 or fitness to possess a firearm; or

39 (3) any duty, obligation or expectation that the firearm owner
40 continue, extend or delay reclaiming possession of the firearm beyond
41 the terms of the agreement.

42 (h) The existence of a firearm hold agreement, the decision to
43 enter into such agreement or the timing of a firearm's return pursuant

1 **to the agreement shall not be used to diminish, condition or burden a**
2 **firearm owner's lawful right to possess property and, standing alone,**
3 **not be admissible to establish a standard of care, breach of duty or**
4 **comparative fault in any civil action against the firearm owner.**

5 (i) (1) Except as expressly agreed by the parties in a firearm hold
6 agreement, a federal firearms licensee shall return the firearm to the
7 firearm owner without unreasonable delay upon termination of the
8 agreement and without any additional penalties and fees if the owner is not
9 prohibited by law from possessing the firearm at the time of return.

10 **(2) Nothing in this subsection shall be construed to impair, waive**
11 **or limit a firearm owner's right to recover possession of property or**
12 **pursue relief for wrongful retention under contract or property law.**

13 Sec. 2. This act shall take effect and be in force from and after its
14 publication in the statute book.