

## House Substitute for SENATE BILL No. 356

By Committee on Federal and State Affairs

3-12

1 AN ACT concerning firearms; relating to civil liability; providing for  
2 immunity from civil liability to federal firearms licensees for returning  
3 a firearm to the firearm owner at the termination of a firearm hold  
4 agreement.  
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6 *Be it enacted by the Legislature of the State of Kansas:*

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

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

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

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

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

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

28 (c) Notwithstanding any other provision of federal or state law, a  
29 federal firearms licensee conducting business in this state that has entered  
30 into a firearm hold agreement with a firearm owner shall be immune from  
31 any claim or cause of action of any kind under theory of liability,  
32 including, but not limited to, statutory claims or common law claims  
33 arising from tort or contract for any act or omission concerning, arising out  
34 of or related to the temporary storage of the firearm on the federal firearm  
35 licensee's licensed business premises or the return of a firearm to the  
36 individual firearm owner pursuant to the firearm hold agreement,

1 including, without limitation, claims related to personal injury of death of  
2 a person resulting from the return of a firearm to the firearm owner at the  
3 termination of the firearm hold agreement.

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

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

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

16 (f) A federal firearms licensee shall destroy and not retain in any  
17 form, including digital or electronic records, any firearm hold agreement,  
18 list of such agreements or identifying information related thereto, not later  
19 than 90 days after the termination of the agreement and return of the  
20 firearm to the owner, unless required to retain such records by federal law.  
21 Destruction shall be in a manner that prevents reconstruction of such  
22 records.

23 (g) The voluntary exercise by a firearm owner of the right to  
24 temporarily transfer possession of a lawfully owned firearm pursuant to a  
25 firearm hold agreement and the subsequent exercise of the right to reclaim  
26 possession of such firearm shall be deemed the lawful exercise of a  
27 property right and not give rise to:

28 (1) Any presumption of negligence, fault, recklessness or  
29 foreseeability;

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

32 (3) any duty, obligation or expectation that the firearm owner  
33 continue, extend or delay reclaiming possession of the firearm beyond the  
34 terms of the agreement.

35 (h) The existence of a firearm hold agreement, the decision to enter  
36 into such agreement or the timing of a firearm's return pursuant to the  
37 agreement shall not be used to diminish, condition or burden a firearm  
38 owner's lawful right to possess property and, standing alone, not be  
39 admissible to establish a standard of care, breach of duty or comparative  
40 fault in any civil action against the firearm owner.

41 (i) (1) Except as expressly agreed by the parties in a firearm hold  
42 agreement, a federal firearms licensee shall return the firearm to the  
43 firearm owner without unreasonable delay upon termination of the

1 agreement and without any additional penalties and fees if the owner is not  
2 prohibited by law from possessing the firearm at the time of return.

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

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