

SESSION OF 2026

SUPPLEMENTAL NOTE ON HOUSE BILL NO. 2501

As Amended by House Committee on Federal
and State Affairs

Brief*

HB 2501, as amended, would create law to provide immunity from civil liability for federal firearms licensees who have entered into a firearm hold agreement (agreement) with a firearm owner at the conclusion of the term of the agreement, specify information to be contained in the agreement, specify property rights, and preempt local regulation of agreements.

Definitions

The bill would define the following terms:

- “Federal firearms licensee” and “firearm” to mean the same as defined by federal law;
- “Firearm hold agreement” to mean a private agreement between a federal firearms licensee (FFL) 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 agreement. If the agreement does not provide for the disposition of a firearm abandoned by the owner, state law regarding the disposition of abandoned property would apply; and

*Supplemental notes are prepared by the Legislative Research Department and do not express legislative intent. The supplemental note and fiscal note for this bill may be accessed on the Internet at <https://klrd.gov/>

- “Municipality” to mean any city, county, and consolidated city-county.

FFL Immunity and Privilege of Refusal

The bill would provide that, regardless of federal or state law, an FFL conducting business in the state that has entered into a agreement with a firearm owner would be immune from any civil liability, 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 FFL’s licensed business premises or for the return of a firearm to the firearm owner per the agreement, including, without limitation, claims related to personal injury or death of a person resulting from the return of a firearm to the firearm owner upon termination of the agreement.

Refusal to Enter into an Agreement

The bill would allow an FFL to have complete discretion in refusing to enter into an agreement and it would provide that its provisions could not be construed to require that an FFL accept a firearm for temporary storage on the licensee’s premises at the request of the owner as a condition of the FFL’s license.

Agreement Information

If an FFL has entered into an agreement with a firearm owner, the bill would require the firearm owner to provide the make, model, and serial number of each firearm to be held as part of the agreement.

Secondary Contact Information

The agreement would also be required to contain an option for the firearm owner to list a second person to contact in the event of death or serious illness of the firearm owner.

End of Agreement—Return of a Firearm

The bill would require, unless expressly agreed to by the parties in the agreement, or otherwise prohibited by law from possessing the firearm at the time of return, that an FFL return a firearm to the firearm owner without unreasonable delay upon termination of the agreement without any additional penalties or fees.

The bill would provide that its provisions shall not be construed to impair, waive, or limit a firearm owner's right to recover possession of property or pursue relief for wrongful retention under contract or property law.

Destruction of Records

The bill would require an FFL to destroy, and not retain in any form, including digital or electronic records, any agreement, lists of agreements, or identifying information for more than 90 days after the termination of the agreement and return of the firearm to the owner, unless otherwise required by federal law. The bill would require destruction of these records be done in a manner that prevents reconstruction of the records.

Prohibition of Local Regulations on Agreements and FFLs

Municipalities would be preempted from imposing any regulation or additional terms on agreements or from creating any civil course of action involving the parties of the agreement.

The bill's provisions would also preempt any local statutes, laws, or regulations that require or impose obligations on an FFL beyond the requirements to receive a firearm by a lawful owner for temporary storage according to an agreement.

Exercise of Property Rights

The bill would specify that the voluntary exercise by a firearm owner of the right to temporarily transfer possession of a lawfully owned firearm pursuant to an agreement, and the subsequent exercise of the right to reclaim possession of such firearm, shall be deemed the lawful exercise of a property right and shall not give rise to:

- Any presumption of negligence, fault, recklessness, or foreseeability;
- Any inference that the firearm owner lacked the legal capacity or fitness to possess a firearm; or
- Any duty, obligation, or expectation that the firearm owner continue, extend, or delay reclaiming possession of the firearm beyond the terms of the agreement.

Protection of Lawful Possession of Firearms

The bill would provide that an agreement, the decision to enter in an agreement, or the timing of a firearm's return according to the agreement shall not be used to diminish, condition, or burden a firearm owner's lawful right to possess property. The bill would further provide that an agreement shall not, standing alone, be admissible to establish a standard of care, breach of duty, or comparative fault in any civil action against the firearm owner.

Background

The bill was introduced by the House Committee on Federal and State Affairs at the request of Representative Kessler.

House Committee on Federal and State Affairs

In the House Committee hearing, **proponent** testimony was provided by representatives of the Association of Community Mental Health Centers of Kansas, Greater KC Veterans Coalition, Johnson County Mental Health Center, Kansas Law Enforcement Crisis Intervention Team, Kansas Mental Health Coalition, the National Shooting Sports Foundation, and Up in Arms Kansas, who generally stated the immunity provisions of the bill would likely lead to additional FFLs entering into hold agreements with firearms owners, which in turn would prevent additional suicide attempts and deaths in Kansas.

Written-only proponent testimony was provided by Representative Stiens, representatives of the Johnson County Mental Health Center Advisory Board, National Rifle Association of America, Six Feet Over, Up in Arms Kansas, and five private citizens.

Neutral testimony was provided by a representative of the Kansas Trial Lawyers Association, who stated the organization generally supports the bill's provisions, but also provided a potential amendment that would make the immunity provisions of the bill more narrow.

Written-only neutral testimony was provided by a representative of the Armory Project.

No other testimony was provided.

The House Committee amended the bill to:

- Clarify immunity would apply regardless of any other federal or state provisions of law;
- Require the individual firearm owner to provide certain information concerning their held firearms and include an option for a secondary contact person;
- Replace the term “transaction” to “agreement” in the definition of “firearm hold agreement”;
- Add provisions concerning abandoned property;
- Add and define the term “municipality” to mean any city, county, and consolidated city-county;
- Clarify the scope of FFL liability;
- Remove provisions regarding unlawful conduct on the part of the FFL;
- Add provisions to allow an FFL to use discretion in refusing to enter an agreement;
- Preempt local regulation of agreements;
- Add language regarding property rights;
- Add language to prohibit liability of a firearm owner related to the existence of an agreement;
- Specify how and when a firearm is to be returned to the owner following the termination of an agreement; and
- Establish a timeline and manner for the destruction for records related to an agreement.

Fiscal Information

According to the fiscal note prepared by the Division of the Budget on the bill, as introduced, the Office of the Attorney General states that the bill would have no fiscal effect. The Office of Judicial Administration indicates that the bill would have a negligible effect on expenditures and would be absorbed within the agency's existing resources. Any effect on agency revenues and State General Fund revenues would be negligible and cannot be estimated.

Firearms; federal firearms licensee; firearm hold agreement