

SECOND REGULAR SESSION

HOUSE BILL NO. 3406

103RD GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE VIOLET.

7333H.011

JOSEPH ENGLER, Chief Clerk

AN ACT

To amend chapter 537, RSMo, by adding thereto one new section relating to firearm hold agreements.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Chapter 537, RSMo, is amended by adding thereto one new section, to be known as section 537.299, to read as follows:

537.299. 1. As used in this section, unless the context requires otherwise, the following terms mean:

(1) "Federal firearms licensee", any person or entity licensed under 18 U.S.C. Section 923;

(2) "Firearm", the same meaning given to the term in 18 U.S.C. Section 921, as in effect on July 1, 2026;

(3) "Firearm hold agreement", a private 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 agreement;

(4) "Political subdivision", any city, county, or city not within a county.

2. 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 any claim or cause of action of any kind under theory of 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

EXPLANATION — Matter enclosed in bold-faced brackets ~~thus~~ in the above bill is not enacted and is intended to be omitted from the law. Matter in bold-face type in the above bill is proposed language.

18 related to the temporary storage of the firearm on the federal firearms licensee's
19 licensed business premises or the return of a firearm to the individual firearm owner in
20 accordance with the firearm hold agreement including, but not limited to, claims related
21 to personal injury or death of a person resulting from the return of a firearm to the
22 firearm owner at the termination of the firearm hold agreement.

23 **3. A political subdivision is preempted from:**

24 **(1) Imposing any regulation or additional terms on firearm hold agreements; or**

25 **(2) Creating any civil course of action involving the parties to a firearm hold**
26 **agreement.**

27 **4. This section preempts any local statutes, laws, or regulations that require or**
28 **impose obligations on a federal firearms licensee to receive a firearm by a lawful owner**
29 **for temporary storage in accordance with a firearm hold agreement that are beyond the**
30 **requirements of this section.**

31 **5. Unless required to retain the records by federal law, a federal firearms**
32 **licensee shall destroy and not retain in any form, including digital or electronic records,**
33 **any firearm hold agreement, list of such agreements, or identifying information related**
34 **thereto not later than ninety days after the termination of the agreement and return of**
35 **the firearm to the owner. Destruction shall be in a manner that prevents reconstruction**
36 **of such records.**

37 **6. The voluntary exercise by a firearm owner of the right to temporarily transfer**
38 **possession of a lawfully owned firearm in accordance with a firearm hold agreement**
39 **and the subsequent exercise of the right to reclaim possession of such firearm shall be**
40 **deemed the lawful exercise of a property right and not give rise to:**

41 **(1) Any presumption of negligence, fault, recklessness, or foreseeability;**

42 **(2) Any inference that the firearm owner lacked the legal capacity or fitness to**
43 **possess a firearm; or**

44 **(3) Any duty, obligation, or expectation that the firearm owner continue, extend,**
45 **or delay reclaiming possession of the firearm beyond the terms of the agreement.**

46 **7. The existence of a firearm hold agreement, the decision to enter into such**
47 **agreement, or the timing of a firearm's return in accordance with the agreement shall**
48 **not be used to diminish, condition, or burden a firearm owner's lawful right to possess**
49 **property and, standing alone, shall not be admissible to establish a standard of care,**
50 **breach of duty, or comparative fault in any civil action against the firearm owner.**

51 **8. (1) Except as expressly agreed by the parties in a firearm hold agreement, a**
52 **federal firearms licensee shall return the firearm to the firearm owner without**
53 **unreasonable delay upon termination of the agreement and without any additional**

54 **penalties or fees if the owner is not prohibited by law from possessing the firearm at the**
55 **time of return.**

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

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