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OHIO LEGISLATIVE SERVICE COMMISSION

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S.B. 188
135th General Assembly

Bill Analysis

Version: As Introduced

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SUMMARY

- Exempts a federally licensed firearms dealer or operator of an indoor shooting range from liability for any acts or omissions arising under a firearm hold agreement that result in personal injury or death, unless the action was the result of unlawful conduct by the dealer or operator.
- Specifies that the exemption from liability does not apply if a federally licensed firearms dealer or operator of an indoor shooting range knows, or reasonably should know, that the owner of the firearm at issue in the firearm hold agreement becomes prohibited by law from possessing a firearm.
- Specifies that nothing in the bill requires a federally licensed firearms dealer or operator of an indoor shooting range to enter into a firearm hold agreement.

DETAILED ANALYSIS

Liability for firearm hold agreements

Under the bill, no person has a cause of action against a “federally licensed firearms dealer” or the operator of an “indoor shooting range” for any act or omission arising from a “firearm hold agreement” and resulting in personal injury or death of any person, including the return of any firearms to the individual firearm owner at the termination of the agreement (see “**Definitions**,” below).¹ This exemption does not apply to either of the following:²

¹ R.C. 2923.22(B)(1).

² R.C. 2923.22(B)(2) and (3).

- Any action arising from a firearm hold agreement if the action was the result of otherwise unlawful conduct on the part of the federally licensed firearms dealer or the operator of an indoor shooting range.
- Agreements in which the owner of the firearm becomes prohibited from possessing firearms under state or federal law during the agreement period and the federally licensed firearms dealer or the operator of an indoor shooting range knows, or reasonably should know, about the weapons disability.

The bill does not require a federally licensed firearms dealer or an operator of an indoor shooting range to enter into a firearm hold agreement.³

Definitions

The bill defines the following terms for purposes of its provisions described above:

“Federally licensed firearms dealer” means an importer, manufacturer, or dealer having a license to deal in destructive devices or their ammunition, issued and in effect pursuant to the federal “Gun Control Act of 1968,” 82 Stat. 1213, 18 U.S.C. 923 *et seq.*, and any amendments or additions to that act or reenactments of that act.⁴

“Firearm hold agreement” means a private agreement between a federally licensed firearms dealer and an individual firearm owner in which the dealer 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.⁵

“Indoor shooting range” means an indoor facility operated for the purpose of shooting with firearms that conforms to the generally accepted standards for shooting ranges adopted by the chief of the Division of Wildlife.⁶

HISTORY

Action	Date
Introduced	11-15-23

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³ R.C. 2923.22(C)

⁴ R.C. 2923.22(A)(1) and 5502.63

⁵ R.C. 2923.22(A)(2).

⁶ R.C. 2923.22(A)(3).