

Higgins Lot 2027 SW Right-of-Way Vendor Application and Operating Agreement

Location: SW space adjacent to 420 N Higgins Ave, Missoula, Montana 59802

Program days: Sundays through Fridays, January 1–December 31, 2027 (Saturdays excluded)

Daily fee: \$30 cash or \$31.33 online card payment, after approval

Important status

The SW space is in the public right-of-way. This program is separate from the City-approved Saturday public market. The 2027 inventory contains 261 Monday-Friday dates and 52 Sundays. An application is not a reservation, and no weekday or Sunday use is authorized until Higgins Lot confirms the date and all required City approvals are in place.

Applicant

Legal name: _____ Business name: _____

Phone: _____ Email: _____

Mailing address: _____

Requested date(s): _____

Goods or services offered (be specific): _____

City business or itinerant-vendor license number and expiration: _____

Food/health permit or exemption, if applicable: _____

Operating terms

Right-of-way approval controls. Vendor will follow all conditions imposed by the City of Missoula, Missoula Parking Services, Public Works & Mobility, Fire, and Missoula Public Health. Higgins Lot may cancel or relocate a date if an approval is absent, changed, suspended, or revoked.

Hours and removal. There is no preset arrival or departure time within the approved calendar day. All equipment, merchandise, waste, and signs must be removed whenever the operation is not in use and no later than **9:00 p.m. each day**. Setup and removal parking is limited to 30 minutes; the vendor vehicle must then use lawful off-street parking.

Footprint. The entire operation—including merchandise, storage, equipment, and tables—must stay within the City-approved SW footprint and may not exceed 75 square feet. No more than two tables are allowed, with no more than 30 square feet of combined table surface.

Pedestrian and emergency clearance. Maintain at least six feet of clear sidewalk passage, at least 15 feet from a fire hydrant, and unobstructed access to doors, driveways, alleys, curb ramps, utilities, the art installation, and emergency routes. Do not obstruct motorist visibility.

Portable operation. All facilities must be portable. Setup must take no more than 30 minutes. Nothing may be anchored to the sidewalk, tree, art installation, building, street furniture, or utilities.

Sales and displays. Only approved goods or services may be offered. Sidewalk signs are prohibited. Any sign on a self-contained vending unit must be attached to that unit. Vendor may not imply that the City, Higgins Lot, CK & EP Stevenson, MCPS, or the University of Montana endorses the vendor.

Food, heat, propane, and power. Food or drink vendors must obtain every permit or approval required by Missoula Public Health. A five-pound ABC extinguisher is required when heating or cooking equipment is used. Propane, generators, electrical cords, and access to building power require advance written approval and any required fire or ROW authorization.

Safety and condition. Vendor will operate safely, keep the area clean, provide a trash receptacle when selling food or drink, prevent grease or wastewater discharge, and leave the site in its prior condition. Vendor is responsible for damage caused by its operation.

Adjacent-business rights. The adjacent owner or tenant may require removal for reasons allowed by Missoula Municipal Code, including direct competition, impaired window-shopping access, or the adjacent business's own lawful sidewalk use. When required, vendor will cease operations and move within one hour.

Licenses and insurance. Vendor is independently responsible for business, itinerant-vendor, health, tax, fire, and other legal requirements. Vendor will provide proof on request. Higgins Lot may require liability insurance naming the appropriate parties as additional insureds.

No assignment. Approval is personal to the applicant and date. It may not be transferred, shared, or resold.

Weather, emergencies, and cancellation. Higgins Lot or public officials may suspend use for weather, smoke, construction, public safety, maintenance, conflicting permitted use, or legal compliance. A canceled date may be moved or refunded at Higgins Lot's discretion; vendor travel, inventory, and lost-income costs are not reimbursed.

Release and indemnity. To the fullest extent allowed by Montana law, vendor assumes the risks of the operation and agrees to defend, indemnify, and hold harmless Higgins Lot, CK & EP Stevenson, their agents, and the adjacent property owner or tenant from claims arising from vendor's acts, omissions, equipment, products, or personnel, except to the extent caused by the protected party's gross negligence or willful misconduct.

Entire agreement; law. This agreement, the approved application, and written City conditions constitute the operating agreement for the selected date. Montana law and applicable City ordinances control. If a term conflicts with a permit or law, the stricter lawful requirement controls.

Acknowledgment and signature

I have read this agreement and the City requirements. I understand that payment does not replace a City license or ROW authorization and that Saturday market registration does not automatically authorize Sunday–Friday vending.

Applicant signature: _____ Date: _____

Printed name: _____

Higgins Lot approval: _____ Date: _____

Approved date(s): _____ Receipt/reference: _____

Drafted from publicly available City requirements current September 5, 2026. This form is operational risk management, not legal advice. Obtain written City confirmation for the SW site plan and recurring use before accepting payment.