

Daily Reservation Terms and Conditions

Document version: daily-2026-v4 — this exact string is recorded, with a timestamp and IP address, every time a customer checks "I agree" during online daily checkout. If this document's wording changes, the version string in `netlify/functions/_shared/terms.mts` must change with it, or old acceptances will be mismatched against new text.

Operator: Missoula Markets LLC, a Montana limited liability company, doing business as Higgins Lot Saturday Market ("Higgins Lot," "we," or "us"), operates this market under a license from the property owner.

Incorporates by reference: the *Higgins Lot Master Regulations & Operating Agreement* and the *Higgins Lot Reservation Priority and Payment Amendment*. Where this document is silent, those documents control. Where they conflict, this document controls for daily reservations specifically.

Status: Not reviewed by an attorney. See the note at the end.

1. What a daily reservation is

A daily reservation is a license from Higgins Lot to use one assigned 10×10 vendor space at Higgins Lot Saturday Market for a single Saturday's market hours (9:00 AM–1:00 PM), subject to the Master Regulations and this document. It is not a lease, does not carry over to any other date, and does not create any right to the same or any other space on a future date.

2. First come, first served — no holds

Reservations are granted strictly in the order a complete payment is received, exactly as described in the Reservation Priority and Payment Amendment. Requesting, discussing, or expressing interest in a space — by phone, email, in person, or otherwise — does not reserve it and does not entitle you to be offered it before the public.

3. Price and payment

- **\$30**, paid in cash in person to the Market Manager; or
- **\$31.33**, paid online by card through missoulamarkets.com, at the time of booking.

No other payment method, partial payment, deferred payment, or discount is available for daily reservations. Checks and mailed payments are not accepted.

4. No refunds; arrival and forfeiture

The full daily fee is the deposit and is due to reserve the space. It is non-refundable once paid, including if you do not attend, arrive late, or leave early, and including for weather, smoke, illness, or any other reason. A reserved space not claimed and set up by 7:30 AM may be treated as available and reassigned or resold without notice or refund.

5. Vehicle insurance

If you drive a vehicle onto the Lot to load or unload for your space, you must carry valid liability insurance for that vehicle meeting at least Montana's minimum financial responsibility requirements, and provide proof on request.

6. Booth setup, equipment, inventory, and security

You are solely responsible for your own booth configuration, including selecting, setting up, and securing your own tables, canopy or tent, displays, signage, and other equipment, in compliance with the canopy and equipment weighting requirements in the Master Regulations (currently at least 40 pounds of secure weight per canopy leg) and all other setup rules. You are responsible for making sure your setup does not create a hazard to yourself, other vendors, customers, or passersby, regardless of weather conditions on a given market day.

You are solely responsible for your own inventory, merchandise, cash, and personal property at the market, including its safekeeping before, during, and after market hours. Higgins Lot does not insure, guard, or otherwise assume responsibility for your inventory or property, and is not liable for its loss, theft, or damage from any cause.

You acknowledge that Higgins Lot Saturday Market operates in a public, outdoor location and that Higgins Lot does not provide security personnel, security patrols, or surveillance of vendor booths, vehicles, or property. If you want security for your own booth or inventory, arranging it is your responsibility. You assume the risks that come with operating in a public space, including theft, vandalism, and interactions with members of the public that Higgins Lot does not control or supervise.

7. Release, assumption of risk, and indemnification

By checking "I agree" before checkout, you agree to all of the following, to the fullest extent Montana law allows:

- **You assume the risks** of participating in the market, including risks arising from the premises, other vendors, customers, weather, and your own equipment and activity.
- **You release** Higgins Lot (Missoula Markets LLC), CK & EP Stevenson LLC as the property owner, its commercial tenants at 420–422 N. Higgins Ave., and each of their agents and employees, from any claim for your own injury, death, or property damage arising from your participation in the market — except to the extent caused by that party's own gross negligence or willful misconduct. This release is separate from, and in addition to, the indemnification in the next paragraph: it limits *your* own right to sue those parties for *your own* harm; it does not limit anyone else's rights.
- **You indemnify** and agree to defend and hold harmless the same parties — Higgins Lot, CK & EP Stevenson LLC, its tenants, and their agents and employees — from any *third-party* claim arising from your acts, omissions, products, equipment, or participation.
- You will follow the Market Manager's operational and safety directions, including setup, teardown, booth footprint, sidewalk/aisle clearance, sound, and conduct rules in the Master Regulations.

8. Publicity

You grant Higgins Lot permission to photograph or video your booth, products, and business name during the market, and to use that name and those images for Higgins Lot's own promotion and marketing, without additional compensation. You may ask us in writing not to use a specific image and we will remove it from future use on request.

9. Dispute resolution and limitation of liability

Notice before any claim. Before starting a lawsuit, arbitration, or other claim against Higgins Lot, CK & EP Stevenson LLC, or its tenants arising from your participation in the market, you agree to give written notice describing the claim and a good-faith 30-day opportunity to resolve it informally.

Arbitration for payment and contract disputes. Any dispute about your reservation, fees, refunds, or these terms — other than a claim for personal injury, death, or property damage — will be resolved by binding arbitration in Missoula, Montana, instead of in court, and each side waives the right to a jury trial and to bring or join a class action for those claims. This does not apply to a personal injury, death, or property damage claim; those may be brought in court as described below. Montana's constitution guarantees court access for injuries to person, property, or character, and this arbitration clause is written to respect that by not applying to those claims.

Venue and governing law. Any claim not covered by the arbitration clause above — including any personal injury or property damage claim — must be brought exclusively in the state or federal courts located in Missoula County, Montana. This document and every reservation are governed by Montana law.

Limitation of damages. To the fullest extent Montana law allows, the total liability of Higgins Lot, CK & EP Stevenson LLC, and its tenants to you for any claim arising from your participation in the market is limited to the fees you actually paid for the reservation at issue, and none of them is liable to you for lost profits, lost business, or other consequential or punitive damages. This does not limit your own liability to others under the indemnification above.

Time limit to bring a claim. Any claim you have against Higgins Lot, CK & EP Stevenson LLC, or its tenants arising from your participation in the market must be brought within one year of the event giving rise to it or it is permanently barred, to the extent Montana law allows a contractual period shorter than the statutory one.

Attorney's fees. In any arbitration or court proceeding between you and Higgins Lot, CK & EP Stevenson LLC, or its tenants arising from your participation in the market, the losing side pays the reasonable attorney's fees and costs of the side that wins. This applies equally regardless of which side wins.

10. Licenses, permits, and legal compliance

You remain solely responsible for any business license, health permit, food permit, tax registration, product-safety obligation, or other legal requirement that applies to what you sell or do at your space. Higgins Lot's acceptance of your reservation is not a determination that your activity is properly licensed or lawful.

11. Changes to this document

The version in effect at the moment of your reservation is the one that applies to that reservation, identified by the version string above. Higgins Lot may update this document for future reservations at any time; it

does not retroactively change terms you already agreed to for a past reservation.

Drafting note (remove before publishing): Not reviewed by an attorney. The parties have elected to use this version as drafted. In particular, an attorney should still confirm, when time allows: (a) whether the release language in Section 7.2 is enforceable in Montana for this activity and is conspicuous enough to hold up; (b) whether a checkbox-plus-logged-timestamp-and-IP is adequate evidence of assent for a release of this kind under Montana law; (c) whether the specific named parties in Sections 7.2–7.3 match the actual current tenant roster and the License and Operating Agreement between the market operating entity and CK & EP Stevenson LLC; and (d) whether the arbitration carve-out, venue clause, damages cap, one-year claims period, and fee-shifting provision in Section 9 are each independently enforceable under Montana law and Article II, Section 16 of the Montana Constitution (guaranteeing court access and full legal redress for injury to person, property, or character) — this section was deliberately drafted to route personal-injury claims to court rather than arbitration for exactly that reason, but the specific wording still needs attorney confirmation before relying on it.

Effective for the 2026 market season. Current version controls.