

Higgins Lot Market - 2027 Master Regulations & Operating Agreement

Vendor, food, layout, sidewalk, sound, and live-music rules

1. Definitions and Authority

Market Manager means the authorized operator of Higgins Lot Saturday Market. Vendor includes an individual, business, nonprofit, community group, or other organization participating in the market. Performer means a musician or other market-authorized live entertainer. Premises includes the private market property at 420 N. Higgins Ave and any authorized market use of adjacent public right-of-way. Assigned Space means a booth or performance area confirmed by the Market Manager.

Higgins Lot operates primarily on private property under the control of the property owner and authorized Market Manager. Higgins Lot is designated by Missoula City Council Resolution 8943 as a Farmers Market. Building tenant operations, emergency access, accessibility, and safe pedestrian movement supersede market activities.

2. 2027 Schedule

- Scheduled season: 22 Saturdays, May 1 through September 25, 2027.
- Customer sales hours: 9:00 AM-1:00 PM.
- Teardown begins at 1:00 PM. Vendors and equipment must clear the lot by 2:00 PM unless otherwise directed.
- The published schedule controls unless the Market Manager announces a change for safety, weather, smoke, government order, tenant needs, or another operational reason.

3. Applications, Product Declaration, and Eligibility

- Every season vendor must submit a 2027 season application, agree to these rules, and accurately declare the products, food, services, information, demonstrations, and other activities to be offered.
- Handmade goods are not required. Subject to law and these rules, lawful resale/non-handmade merchandise, produce, approved food, services, nonprofit/community information, and advertising or promotional booths may be accepted.
- Participation does not imply endorsement by the Market Manager or property owners.
- A material change in product mix, food, service, message, demonstration, or booth activity must be disclosed before it is introduced. The Market Manager may require reassignment when reasonably necessary for layout, market balance, customer flow, tenant operations, accessibility, or safety.
- Vendors are responsible for licenses, permits, taxes, labeling, product safety, insurance when required, and all other legal compliance.

4. Space Assignment and Market Layout

Space requests are preferences until confirmed. For season vendors, an online-selected space is provisional until application review and written or electronic confirmation by the Market Manager. Placement may consider product mix, booth configuration, customer dwell and queuing, accessibility, sight lines, tenant entrances and visibility, neighboring vendors, direct competition, vehicle movement, and overall market performance.

After confirmation, the Market Manager may reassign a booth when reasonably necessary for safety, accessibility, tenant operations, right-of-way compliance, product changes, direct tenant conflict, or market flow. Administration will be consistent and based on legitimate operational criteria rather than an organization's viewpoint.

5. Payments, Season Deposit, Reservations, and Refunds

- Daily fee: \$30 cash in person or \$31.33 by online card. The full daily fee is due to reserve a space. A missed daily reservation is nonrefundable.
- Season fee: \$560 by Venmo or ACH transfer or \$593.18 by online card per season space. Each total includes a \$175 nonrefundable reservation deposit per season space.

- The \$175 deposit is part of the season price, not an additional charge. It becomes nonrefundable when the season application and participation are accepted. If payment is received before application review and the application is denied, amounts paid will be returned.
- Card installment plan: \$175 at reservation; \$139.39 after 30 days; \$139.39 after 60 days; and \$139.40 after 120 days. Enrollment closes December 2, 2026, and all balances are due by April 1, 2027. The vendor authorizes Square to store and charge the selected card on the scheduled dates. A failed charge leaves the balance due and may result in loss of the space.
- If the Market Manager approves a season refund, the refund equals the amount actually paid, less the \$175 deposit, less 1/22 of the remaining season fee for each scheduled market day used. The remaining season fee is \$385 for Venmo/ACH payments or \$418.18 for card payments.
- No refund exceeds the amount actually paid, and none is due after all 22 scheduled days are used. Weather, smoke, safety closure, vendor absence, lateness, or removal does not create an automatic refund or credit.
- Venmo or ACH transfer is accepted by arrangement with the Market Manager. Card payment is accepted only through the authorized online checkout. Cash, checks, and mailed payments are not accepted for season reservations.

6. Arrival, Reserved-Space Claim, and Setup

- Building-side / inside row: season and reserved vendors must be fully unloaded and ready for market setup by 7:30 AM.
- Pine Street / outside row: season and reserved vendors must be fully unloaded and ready for market setup by 7:30 AM.
- Middle Row: setup begins at 7:30 AM. Middle Row vendors must complete unloading and remove their vehicles from the lot no later than 8:00 AM. The vehicle-exit lane and pedestrian gaps must remain clear throughout setup.
- A reserved space not claimed by 7:30 AM may be treated as available for reassignment or sale. Late arrival does not create a refund.
- Day-of / guest vendors may be admitted only as space allows and must check in with the Market Manager. All guest-vendor vehicles must also leave the lot by 8:00 AM.
- No vendor vehicle may remain in the market lot after 8:00 AM unless specifically authorized for a licensed mobile-food operation or emergency need.

7. Booth Boundaries, Customer Flow, and Display Setback

- All merchandise, tables, racks, signs, chairs, stock, packaging, canopy legs, weights, and equipment must remain entirely within the assigned booth footprint unless specifically approved.
- Vendors must arrange booths so customers enter or stand within the assigned booth area for browsing and transactions rather than conducting business in the market aisle.
- Primary customer-facing tables, counters, racks, or display surfaces must normally be set back at least 24 inches from the aisle-facing booth boundary. The Market Manager may approve another layout that provides equivalent customer standing and transaction space inside the booth.
- A booth intended for customer entry must provide a clear entrance at least 36 inches wide. U-shaped and L-shaped layouts are encouraged when they keep customer activity inside the footprint.
- The Market Manager may require immediate movement of merchandise or equipment when a booth causes customer queuing, congestion, a trip hazard, or interference with another booth, tenant, or route.

8. Sidewalks, Aisles, Entrances, Exits, and Accessibility

- City sidewalks and public pedestrian routes must remain continuously unobstructed and clear. Maintain at least 6 feet of clear public pedestrian travel, or any greater clearance required by law, permit, or Market Manager direction.
- Building-side sidewalks and designated pedestrian paths must remain clear across their full designated usable width. They may not be used for displays, storage, seating, customer queues, or sales transactions.
- Do not obstruct building entrances or exits, tenant doors or windows, accessible routes, curbs, fire/emergency access, vehicle travel lanes, or designated pedestrian gaps.

- Market aisles must maintain at least 6 feet of clear passage. Designated 8-foot spacing zones are pedestrian-only and must remain empty.
- Vendors may not intentionally conduct sales, demonstrations, or customer solicitation in a sidewalk, aisle, doorway, pedestrian gap, or other unassigned circulation area.

9. Canopies, Equipment, and Weather Safety

- Canopies require at least 40 pounds of secure weight per leg. Weights must not create a trip hazard or extend into pedestrian routes.
- Umbrellas, vertical displays, and signs must be secured. The Market Manager may require canopies, umbrellas, signs, or other equipment to be lowered or removed because of wind or weather.
- Do not attach canopies, cords, signs, merchandise, or equipment to the building, trees, fixtures, or neighboring property without express permission.
- The Market Manager may delay, suspend, relocate, or cancel operations because of weather, smoke, wind, emergency, government order, tenant needs, or another safety or operational threat.

10. Electricity, Batteries, Generators, and Cords

- Higgins Lot does not provide electrical service to vendor spaces or performers.
- Vendors and performers may not connect to building or tenant electrical outlets without express written authorization.
- Quiet, self-contained battery equipment is permitted when safely used and disclosed when material to the booth operation.
- Generators and other combustion-powered equipment are prohibited unless specifically approved in writing, generally for a licensed food/mobile operation. Approved equipment must be positioned to control exhaust, heat, fire risk, and noise.
- Extension cords may not cross a sidewalk, aisle, doorway, pedestrian gap, accessible route, or vehicle path.

11. Food and Beverage Participation

Higgins Lot's Farmers Market designation allows lawful food participation, but food vending is not automatic. Each food vendor remains responsible for selecting and complying with the correct Missoula Public Health and Montana regulatory pathway, including any applicable Farmers Market exemption, Montana Local Food Choice Act requirements, Cottage Food registration, Temporary Food Service permit, or mobile-food license.

- Food vendors must accurately declare all food, beverages, samples, onsite preparation, hot/cold holding, and mobile units on the application and provide documentation requested by the Market Manager.
- Open flame, cooking equipment, propane, or other heat-producing equipment requires advance written approval and all legally required fire/health controls.
- Approval by Higgins Lot does not constitute a determination that a food product is exempt from licensing or health requirements.
- The Market Manager may reject, limit, condition, or relocate food or beverage offerings that materially duplicate or directly compete with the principal menu or products of a permanent tenant at 420-422 N. Higgins Ave.
- The Market generally favors food offerings that broaden the market and complement permanent tenants, including produce, agricultural products, eggs, lawful take-home foods, packaged foods, and other approved specialty products.
- Licensed food trucks or prepared-food booths require specific advance approval because of space, traffic, tenant competition, power, exhaust, and customer-queue impacts.

12. Vendor Noise, Speakers, Demonstrations, and Solicitation

- Speakers, music, demonstrations, bells, electronic devices, and other sound-producing equipment must remain at a reasonable conversational level and may not interfere with customers, neighboring vendors, permanent tenants, or market-authorized live music.
- Public-address systems, megaphones, amplified sales pitches, subwoofers, or similar equipment require prior approval.
- When live music is scheduled, vendor speakers may be required to remain off.

- The Market Manager may require volume reduction or shutoff immediately. Compliance with a volume instruction is a condition of continued participation.
- Vendors may not leave their assigned space to aggressively solicit customers or impede pedestrian movement.

13. Live Music and Performer Rules

- Live music is permitted only when scheduled or approved by the Market Manager. Musicians are performers, not season vendors, unless they separately reserve a vendor space.
- Performers must use the designated performance area and keep sidewalks, aisles, tenant entrances, sight lines, pedestrian gaps, and vendor spaces clear.
- Regular performance hours are 9:00 AM-1:00 PM. Sound checks may begin no earlier than 8:45 AM unless the Market Manager approves another time. Set times and breaks are assigned or approved by the Market Manager.
- Market electricity is not available. Amplification must be self-contained or battery-powered unless a separate written arrangement is made. Cords may not cross pedestrian or vehicle routes.
- Amplification must remain modest. The Market's normal operating target is 70 dBA or less measured approximately 10 feet in front of the performance area, and lower whenever necessary to avoid interference with normal conversation or tenant business. This is an internal operating target; performers must also comply with applicable City noise law.
- Subwoofers and amplified percussion require advance approval. The Market Manager may reduce or end amplification at any time because of complaints, tenant operations, nearby vendors, safety, or legal compliance.
- Tip jars are allowed inside the assigned performance area. Performers may not block walkways or actively pressure customers for tips.
- Sale of recordings, merchandise, or other products requires advance approval and must remain inside the assigned performer area or a separately reserved vendor space.
- Unless a separate written agreement provides compensation, performers participate for tips only; Higgins Lot does not guarantee compensation, audience size, or tip income.
- Performers are responsible for their instruments, equipment, and rights applicable to recordings, backing tracks, or other materials they supply. Nothing in these rules shifts any music-licensing obligation that applicable law places on the Market or venue operator.
- Threats, targeted harassment, unsafe conduct, or unlawful obscene conduct are prohibited. Performance content is otherwise managed based on operational impact rather than viewpoint.

14. Tenant Operations and Property Protection

- Permanent tenant access, visibility, deliveries, emergency needs, and normal business operations take priority over market activity.
- Vendors and performers may not use tenant furniture, utilities, doorways, windows, signs, or private areas without permission.
- Do not damage pavement, curbs, landscaping, trees, building surfaces, or tenant property. Vendors are responsible for damage caused by their equipment or activities.

15. Sales Hours, Teardown, and Vehicles

- Customer sales hours are 9:00 AM-1:00 PM. Early teardown is not permitted except by Market Manager direction or emergency.
- Teardown begins at 1:00 PM and follows the controlled exit sequence directed by the Market Manager, generally entrance zone, Middle Row, then Building Side, with special instructions for right-of-way spaces as needed.
- Vehicles may re-enter only when directed. Vendors must not drive through active pedestrian areas without Market Manager clearance.
- All vendor equipment and vehicles must clear the lot by 2:00 PM unless otherwise authorized.

16. Conduct, Smoking, and Shared Space

- Vendors, performers, employees, and helpers must act safely and respectfully and may not threaten, harass, intimidate, or materially disrupt customers, tenants, other participants, or market operations.
- Smoking or vaping is prohibited within the active market area and anywhere it interferes with customers, vendors, tenant entrances, or food operations.
- A vendor may not transfer, sublet, or share an assigned space with an undeclared vendor or product line without Market Manager approval.
- Children, pets, helpers, and personal items remain the responsibility of the participant and may not obstruct circulation or neighboring spaces.

17. Risk, Liability, and Indemnification

Vendors and performers participate at their own risk and remain responsible for their property, products, food, instruments, equipment, employees, helpers, guests, and conduct. To the extent permitted by law, each participant agrees to indemnify and hold harmless the Market Manager and property owners from claims arising from that participant's acts, omissions, products, food, equipment, or participation.

18. Enforcement

- The Market Manager may issue a direction, warning, layout correction, volume reduction, reassignment, suspension, or removal for noncompliance.
- Immediate action may be taken for blocked access, unsafe equipment, food-safety concerns, serious disruption, threats, harassment, excessive noise, direct interference with a tenant, or repeated refusal to follow directions.
- Removal or reassignment does not create an automatic refund or credit.
- These rules are incorporated into every 2027 reservation, season application, vendor agreement, and performer approval. The current published version controls.