Reservation Priority and Payment Amendment

Amends: the *Higgins Lot Master Regulations & Operating Agreement*, Section 4 (Space Assignment and Market Layout) and Section 5 (Payments, Season Deposit, Reservations, and Refunds).

Issued by: Missoula Markets LLC, a Montana limited liability company, doing business as Higgins Lot Saturday Market, operating under a license from the property owner, CK & EP Stevenson LLC.

Applies to: every daily and season reservation, made online or in person, effective on adoption.

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

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1. Reservations are granted strictly in the order payment is completed

A vendor space — daily or season — is reserved at the moment a complete, valid payment is received through one of the payment methods listed in Section 3 below. Nothing else creates a reservation or a priority claim to a space, including:

- viewing, discussing, or asking about a space;
- a verbal or written request to the Market Manager to "hold," "save," or "set aside" a space;
- a promise, expectation, or past practice of being offered a space before it is opened to the public;
- being first in line physically at the market before spaces are confirmed online or by the Market Manager.

If two or more people attempt to reserve the same space, the one whose payment is completed and recorded first receives the space. The Market Manager does not adjudicate who "asked first," "meant to pay first," or "would have paid if they'd known" — the system's recorded transaction time is the sole basis for priority, and it is not subject to appeal or override.

2. Application review and placement discretion is a separate step, not a priority mechanism

Nothing in this Amendment changes the Market Manager's existing authority (Master Regulations §4) to review a season application and adjust placement for legitimate operational reasons — safety, accessibility, tenant conflicts, product mix, and the like. That discretion governs *where* an already-paid vendor ends up; it does not govern *who* gets the opportunity to pay for a given space in the first place. Priority to reserve is decided exclusively under Section 1 above.

3. No payment method, schedule, or exception exists outside what is published

The only ways to pay for a reservation are:

- **Daily:** cash in person, or the online card price, in full, at the time of reservation.

- **Season:** the online card price in full; the automated online installment plan, on the published schedule and enrollment deadline; or the discounted Venmo/ACH price, paid directly to the Market Manager under the terms published for that option.

No other payment plan, partial payment, deferred payment, discount, refundable hold, or custom arrangement is available, for any vendor, under any circumstance. The Market Manager has no authority to offer, approve, or informally agree to any payment term other than the ones listed above, and any such arrangement — even if made in good faith — is void and does not bind Missoula Markets LLC or CK & EP Stevenson LLC or create a reservation. A vendor who wants different terms than these should not be told "no" by the Market Manager personally; they should be directed to this Amendment, which is what says no.

4. Missed or failed payments are handled automatically, not case by case

A missed daily fee, a failed installment charge, or a Venmo/ACH payment not received by its agreed date results in loss of the space (daily) or the consequences already stated in the Master Regulations and the season terms (season), without a separate approval step or individualized review by the Market Manager. The Market Manager's role in a non-payment situation is to confirm what the system already shows, not to decide whether to make an exception.

5. Decision priority when interests conflict

Consistent with the License and Operating Agreement between Missoula Markets LLC and CK & EP Stevenson LLC, operational decisions affecting the market lot are resolved in this order: the property owner (CK & EP Stevenson LLC), then the affected building tenant(s), then the Market Manager, then vendors. This does not change the reservation-priority rule in Section 1, which is decided purely by transaction order — it governs day-of operational and safety decisions, not who gets a space.

6. Effect on existing documents

Wherever the Master Regulations, the Preseason Vendor Application, the Daily Vendor Application, or the SW Right-of-Way Agreement discuss space assignment, reservation order, or payment terms, this Amendment controls to the extent of any conflict. This Amendment does not change pricing, refund percentages, deposit amounts, or any operational rule (setup times, booth footprint, conduct, food rules, sound rules, indemnification, etc.) found in those documents.

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, that the "void and does not bind" language in Section 3 is enforceable under Montana contract and consumer-protection law against a vendor who claims a different verbal agreement.