

Season Reservation Terms and Conditions — 2027

Document version: season-2027-v4 — this exact string is recorded, with a timestamp and IP address, every time a customer checks "I agree" during online season checkout or submits the season application. If this document's wording changes, the version string in `netlify/functions/_shared/terms.mts` must change with it.

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, CK & EP Stevenson LLC.

Incorporates by reference: the *2027 Master Regulations & Operating Agreement*, the *2027 Preseason Season Vendor Application*, and the *Higgins Lot Reservation Priority and Payment Amendment*. Where this document is silent, those documents control. Where they conflict, this document controls for season reservations specifically.

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

1. What a season reservation is

A season reservation is a license from Higgins Lot to use one assigned 10×10 vendor space at Higgins Lot Saturday Market for all 22 scheduled Saturdays of the 2027 season (May 1–September 25, 2027), subject to the Master Regulations, the approved Season Vendor Application, and this document. Selecting a space online reserves your place in the payment queue for that space; it does not confirm placement, which remains provisional until the Market Manager reviews your application, as described in Section 4 below.

2. First come, first served — no holds

Reservations are granted strictly in the order a complete payment (in full, the first installment payment, or a confirmed Venmo/ACH transfer) 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. The Market Manager cannot promise you a space; only a completed payment does.

3. The season vendor application (once per season)

Every season vendor must submit a complete Season Vendor Application. You only need to do this **once per season**: if you already have an approved or submitted application on file for the current season under the email address you use to reserve, you will not be asked to complete it again for an additional space or a later re-booking that same season. You are still responsible for telling the Market Manager about any material change to what you sell, offer, or do, as required by the Master Regulations, even if you don't have to resubmit the whole form.

4. Placement is provisional until reviewed

Selecting or paying for a specific space online reflects your preference and secures your place in line; it is not a guarantee of that specific location. Final placement is confirmed only after the Market Manager reviews your application, considering the factors listed in the Master Regulations (product mix, customer flow, safety, tenant conflicts, and the like). A denied application results in a refund of amounts paid, as described in Section 8.

5. Only three payment options exist — no others, ever

- **Pay in full online:** \$593.18 by card, all at once, at the time of reservation.
- **Automated installment plan:** \$175 at reservation, \$139.39 after 30 days, \$139.39 after 60 days, and \$139.40 after 120 days, charged automatically to a card you authorize Square to store. Enrollment must be completed before December 2, 2026. All balances must be paid in full by April 1, 2027.
- **Venmo/ACH direct payment:** \$560, paid directly to the Market Manager by prior arrangement, using the payment methods the Market Manager specifies at the time.

No other payment schedule, partial payment, additional installment count, extended deadline, discount, or custom arrangement exists, for any vendor, for any reason. The Market Manager is not authorized to offer, approve, or informally agree to anything outside this list, and doing so does not create a binding reservation or payment plan. If you need terms different from these three options, this document — not a conversation with the Market Manager — is the final word that the answer is no.

6. 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.

7. 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.

8. Deposit and refunds

The \$175 deposit is part of the season price, not an additional charge. It becomes non-refundable once your application and participation are accepted. If your application is denied before acceptance, amounts you already paid will be returned. After acceptance, if the Market Manager approves a refund, it equals the amount you actually paid, less the \$175 deposit, less 1/22 of the remaining season fee for each scheduled market day already used (\$385 remaining fee for Venmo/ACH, \$418.18 for card). No refund exceeds what you paid, and none is available after all 22 scheduled days have been used. Weather, smoke, a safety closure, your own absence, lateness, or removal does not create an automatic refund or credit.

9. Automatic consequences of a failed installment payment

If a scheduled installment charge fails, the balance remains due and the reservation may be lost, automatically, under the terms you agreed to when enrolling — this is not a case-by-case decision the Market Manager makes, and it is not something the Market Manager can waive informally.

10. Release, assumption of risk, and indemnification

By checking "I agree" before selecting a space, and again by certifying your application, you agree to all of the following, to the fullest extent Montana law allows:

- **You assume the risks** of participating in the season market, including risks arising from the premises, other vendors, customers, weather, and your own equipment and activity, for every one of the 22 scheduled market days.
- **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 below: 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.
- If you enroll in the installment plan, you authorize Square to store your card and charge it on the scheduled dates.
- You understand the payment options in Section 5 are the only ones available, and that no other arrangement will be honored regardless of who offers or agrees to it.

11. 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.

12. 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, the application, 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.

13. 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 or application is not a determination that your activity is properly licensed or lawful.

14. Changes to this document

The version in effect at the moment of your reservation or application is the one that applies, 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.

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 10.2 is enforceable in Montana for this activity and is conspicuous enough to hold up; (b) whether the "no other arrangement will

be honored" language in Section 5 is enforceable against a vendor who claims the Market Manager verbally promised something different; (c) whether Montana or federal card-authorization rules require anything more than Section 10.4 for the stored-card installment plan; (d) whether the named parties in Sections 10.2–10.3 match the actual current tenant roster and the License and Operating Agreement between the market operating entity and CK & EP Stevenson LLC; and (e) whether the arbitration carve-out, venue clause, damages cap, one-year claims period, and fee-shifting provision in Section 12 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 2027 market season. Current version controls.