

FOOD VENDOR INFORMATION

Festival Description:

Downtown Fort Myers is the only place to be on February 7 & 8 when ArtFest Fort Myers 26th annual juried fine art festival brings the waterfront to life.

Festival hours -

- Saturday: 10:00am - 5:00pm
- Sunday: 10:00am - 4:00pm

Over 90,000 full time residents and visitors alike fill the riverfront to enjoy the works of 200+ fine artists, continuous background music and savory food. The palm-lined boulevard, riverfront park, and yacht basin make the perfect backdrop for this juried fine art festival. With the addition of Luminary Hotel & Co. Downtown, Fort Myers is the place to be over ArtFest weekend!

Festival promotion:

The ArtFest Fort Myers Marketing Plan, valued at \$125,000, results in an estimated 7.6 million impressions throughout Southwest Florida.

Dining Gallery/ Waterfront Dining:

ArtFest Fort Myers will select food & snack vendors for a variety of dining locations throughout our site. These locations feature tables, chairs, and umbrellas for patrons to enjoy their meal in shaded comfort.

The choice of a diverse, but limited number of food vendors adds interest for patrons and stronger sales for all food vendors.

Food Vendor selection is based on:

- Menu items that compliment, rather than compete, with each other
- Aroma and visual appeal of food
- Booth that compliments a fine art show

Beverages are sold ONLY by the festival and are a major source of our revenue. The Festival sells soft drinks, water, lemonade, beer, and wine throughout the festival site.

Food Vendors are not permitted to sell beverages of any kind, unless specifically contracted for that product.

Vendor Friendly:

For vendor convenience:

- Parking is provided for vendor support vehicles.
- Easy access set-up for vendors begins approximately 10am on Friday, February 6
- Water is provided for vendors to hook into with their own hoses.
- Electric is available with **advance** approval.



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Tent Size:

- Cart* (\$540 + 6.5% Tax + \$100 Cleaning Deposit)
- 10 FT Frontage (\$775 + 6.5% Tax + \$100 Cleaning Deposit)
- 14 FT Frontage (\$1,130 + 6.5% Tax + \$100 Cleaning Deposit)
- 20 FT Frontage (\$1,400 + 6.5% Tax + \$100 Cleaning Deposit)
- 30 FT Frontage (\$2,325 + 6.5% Tax + \$100 Cleaning Deposit)

Application & Acceptance: **Deadline to apply December 19, 2025**

Complete the Registration Form and attach the following items:

- Menu Items
- A photo and dimensions of vendor booth
- Certificate of Insurance (see below for requirements)

***You will be allowed to sell only the items agreed upon with ArtFest Fort Myers**

Notification of Acceptance will be given to food vendors upon receipt of your application, Entry Fee, and Certificate of Insurance. **Full Entry Fee payment is due January 2, 2026.** Any late payments will result in forfeit of space.

Insurance:

Vendor must provide Certificate of Insurance with the following wording for the Additional Insured.

*ArtFest Fort Myers, Inc., its representatives and the City of Fort Myers
additional insured for ArtFest Fort Myers February 6, February 7 & 8, 2026
to be held in the downtown Fort Myers city streets.*

General Liability and Product Liability coverage are required with limits no less than \$1,000,000. Certificate of Insurance must be sent in with Entry Fee and Application. If your insurance is renewing a new Certificate will be required before set-up. Please send a the new Certificate to Grisel.Martin@ArtFestFortMyers.com.

Permits & Taxes:

Vendor is responsible to comply with guidelines and/or fees as issued by the Florida Division of Hotels and Restaurants and the Department of Health. These agencies have the authority to close any food vendor not meeting requirements. ArtFest Fort Myers will not issue refunds due to such a closing. ArtFest Fort Myers will obtain all needed City of Fort Myers permits on behalf of the food vendors and have them on-site for inspections. Vendor is responsible for the collection and payment of Florida Sales Tax for food/product sales (6.5%).

Liability & Security:

ArtFest Fort Myers, Inc. the volunteers, the City of Fort Myers, the sponsoring organizations, any other duly appointed representatives and the employees, agents, officers of each are not responsible for loss or damages of any kind arising out of or in connection with this festival. Inconsideration of ArtFest Fort Myers' acceptance of the vendor's application, the vendor releases and forever discharges the above named groups and individuals from any personal liability or responsibility. Vendors are responsible for the security, protection of their own equipment and merchandise.

Contact Info:

ArtFest Fort Myers, Inc.
1375 Jackson Street #401, Fort Myers, FL 33901
Phone: (239) 768-3602
Grisel Martin, Director of Community Engagement
Email: Grisel.Martin@ArtFestFortMyers.com

FOOD VENDOR RULES

In applying for ArtFest Fort Myers the vendors acknowledge they have read all the Rules and agree to abide by them and any other rules as may be established and acknowledge that ArtFest Fort Myers reserves the right to make final interpretations of all the Rules.

1. Application deadline is December 19, 2025. Only applications that are complete and meet the deadline will be considered.
2. Notification of Acceptance will be given to food vendors upon receipt of your application, Entry Fee, and Certificate of insurance.
3. Full Entry Fee payment is due January 2nd, 2026. Any late payments will result in forfeit of space.
4. Vendor Certificate of Insurance Naming ArtFest Fort Myers as additional insured must be provided by January 2, 2026. If insurance is renewing, a new Certificate will be required before you may set-up on site.
5. Acceptance is a commitment to show. Fees are non-refundable for cancellation; no rain/weather refunds will be granted.
6. In the event that the art festival does not take place due to any cause beyond the reasonable control of ArtFest Fort Myers, this agreement will terminate and ArtFest Fort Myers' only obligation will be to return the fee paid hereunder less any direct out-of-pocket expenses related to providing services to or on behalf of vendor incurred by ArtFest Fort Myers prior to date of termination. ArtFest Fort Myers, if required by force or of other reasons beyond its control, may postpone or shorten the art festival hours. Vendor shall have no right or claim for any damages whether direct, indirect or consequential, or any other kind, arising or alleged to arise by reason of any postponement limitation, or cancellation of ArtFest Fort Myers. ArtFest Fort Myers will not be obligated to return or pay for any in-kind contribution of goods received up until the date of termination.
7. Vendor agrees to occupy only his/her assigned space and to remain open and staffed during the full days and hours of the festival. Saturday: 10:00am - 5:00pm and Sunday: 10:00am - 4:00pm
8. Vendor agrees to set up, be operational and tear down at the times requested by ArtFest Fort Myers. Set up Friday morning, February 6, 2026 (You will receive full set up instructions specific to your exact location.)
9. Vendor agrees that they are not allowed to sublet their space.
10. Vendor will provide all equipment necessary to provide service in accordance with CDC and Florida Division of Hotels and Restaurants and the Department of Health, including COVID guidance.
11. Vendor is responsible for all set up, tear down and clean-up of their area.
12. Vendor booth must be self-contained, including grease and trash removal. Water is provided for vendors to hook into with their own hoses, along with a wastewater holding tank for water disposal. Electric is available with advanced approval.
13. Vendor area is to be kept neat, clean and orderly at all times. No dumping of liquids, water, grease or food is allowed - the use of storm drains is strictly prohibited. Vendor area will be inspected by an ArtFest Fort Myers official, at the end of the festival, to determine the refund of the Cleaning Deposit. Failure to keep vendor area clean and follow the Rules will result in forfeiture of the Cleaning Deposit – the determination by ArtFest Fort Myers Founder is final. The vendor is responsible for any fines resulting from code violations.
14. Vendor is responsible to comply with the guidelines and/or fees as issued by the Florida Division of Hotels and Restaurants and the Department of Health. These agencies have the authority to close any food vendor not meeting requirements. ArtFest Fort Myers will not issue refunds due to closing.
15. Fire Safety requirements must be followed. Vendor is responsible for compliance with Fire Marshall inspection: having Fire Retardant Certificate for tents and equipment permanently affixed to the interior of the tent; securing propane tanks; having effective flame protection; having appropriate fire extinguishers. Fire Marshall will make full inspection on-site for compliance. ArtFest Fort Myers will not issue refunds due to closing.
16. The collection and remittance of Florida sales tax is the responsibility of each vendor – 6.5%.
17. Vendor may not sell or distribute any beverage product or any other product that conflicts with an ArtFest Fort Myers Sponsor or ArtFest Fort Myers Beverage Tents.
18. Compliance with the festival rules is a condition for participation with ArtFest Fort Myers. Failure to comply with festival rules will result in the vendor being unable to open and operate during the festival (no entry fee refunds are provided) and may render the vendor ineligible for future shows.

FOOD VENDOR APPLICATION

Contact Person: _____

Business Name: _____ FL Sales Tax #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Cell: _____

Email: _____ Website: _____

Emergency Contact (Required): _____

Menu Items (Only items submitted on this application and approved by the Festival may be sold):

- 1. _____ Price _____
- 2. _____ Price _____
- 3. _____ Price _____
- 4. _____ Price _____
- 5. _____ Price _____

Attach your complete menu- we will use it to create diversity between vendors

Tent Selection (write the numerical amount you are applying for next to each option):

- _____ Cart* (\$540 + 6.5% Tax + \$100 Cleaning Deposit)
- _____ 10 FT Frontage (\$775 + 6.5% Tax + \$100 Cleaning Deposit)
- _____ 14 FT Frontage (\$1130 + 6.5% Tax + \$100 Cleaning Deposit)
- _____ 20 FT Frontage (\$1400 + 6.5% Tax + \$100 Cleaning Deposit)
- _____ 30 FT Frontage (\$2,325 + 6.5% Tax + \$100 Cleaning Deposit)

Release & Acknowledgement:

I have completed an application to be a food vendor at ArtFest Fort Myers and agree that acceptance of my application commits me to participate in the 2025 festival. I have read all the Rules and agree to abide by them and any other rules as may be established and acknowledge that ArtFest Fort Myers reserves the right to make final interpretations of all the Rules. I understand that there are no refunds or rain checks due to inclement weather or other acts of God. I release and forever discharge ArtFest Fort Myers, Inc., the volunteers, the city of Fort Myers, the sponsoring organizations, any other duly appointed representatives and the employees, agents, officers of each from any responsibility, personal liability, loss or damages arising out of or in connection with this festival including any related to COVID or any public health issue.

Food Vendor's Signature

Date

Print Name

Checklist- all items must be included with your application:

- _____ Completed and Signed Application Form
- _____ Full Entry Fee + 6.5% tax
- _____ \$100 Cleanup Deposit (Returnable if all cleanup rules are satisfied)
- _____ Certificate of Insurance (See required wording in Insurance Section of the Vendor Information)
- _____ Photo of vendor booth and dimensions (Length & Width)
- _____ Menu

Notification of Acceptance will be given to food vendors upon receipt of your application, Entry Fee, and Certificate of Insurance. Full Entry Fee payment is due January 2, 2026. Any late payments will result in forfeit of space.

Checks Payable to: ArtFest Fort Myers, Inc.

Mail to: ArtFest Fort Myers, Inc. 1375 Jackson Street #401, Fort Myers, FL 33901