



East End Food Hub Space Use Policy

Approved June 27, 2022

Revised January 12, 2026

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PART 1 - POLICY

1. POLICY STATEMENT

The East End Food Hub (EEFH) is a collaborative initiative and space powered by a partnership between Applegrove Community Complex (Applegrove), the Neighbourhood Food Project/ Leslieville Farmers' Market (LFM), East End United Regional Ministry (EEURM) and its Nourish East End (Nourish) program. The EEFH is committed to fostering and celebrating community and to facilitating and supporting activities that improve local food security, enhance community wellbeing and promote sustainable local food systems. It provides programming and functions as a community resource, working with and supporting local groups, organizations and food champions.

In carrying out its activities, including the provision of space for use by others, the EEFH is committed to providing a welcoming space where all people feel safe and are treated with dignity and respect, and to promoting respectful conduct, tolerance and inclusion.

2. APPLICATION

The EEFH facility is shared between the City of Toronto and EEURM, which owns and maintains the building. Both parties have designated times of use. As a City board and local board under the City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A, (ii), Applegrove is authorized by the City of Toronto to confirm and approve EEFH space use bookings.

This policy applies to the use of space that is booked through the EEFH. It does not apply to the use of space booked through EEURM or to the use of space by the EEFH core partners.

3. DEFINITIONS

Throughout this document:

- "EEFH" refers to the funded initiative, which is delivered by Applegrove and the LFM.
- "EEFH core partners" refers to Applegrove, LFM, EEURM and its Nourish program.
- "EEFH personnel" refers to the entire Applegrove workforce including employees, volunteers, and placement students, contractors and consultants. This includes LFM personnel working with the EEFH.
- "Board" refers to the Applegrove Board of Management for the City Agency.
- "Users" refers to an organization, group or individual using the space

4. PURPOSE

All persons are welcome and encouraged to make use of EEFH facilities and services subject to applicable legislation, this policy, applicable Applegrove and City of Toronto policies, and EEFH procedures and guidelines. This policy is intended to provide an equitable, consistent and transparent framework for external space users at the EEFH. It describes policies and priorities for allocation of space and outlines expectations and processes for space booking and use.

5. GENERAL POLICIES

Anti-Discrimination

The EEFH adheres to the City of Toronto Human Rights and Anti-Harassment and Discrimination (HRAP) Policy which prohibits discrimination and harassment and protects the right to be free of hate activity. The goal of this policy is to recognize the dignity and worth of every person and to create a climate of understanding and mutual respect. EEFH personnel, visitors, users and individuals conducting business with or for the EEFH, are expected to adhere to this policy.

The EEFH will not enter into a space use agreement with any individual or group that promotes views and ideas which are likely to promote discrimination, contempt or hatred for any person or group on the basis of the grounds listed in the City of Toronto HRAP Policy.

All EEFH space users will be required to sign the City of Toronto Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy.

Safety and Security

The safety, and security of EEFH premises is the responsibility of the EEFH core partners. At no time should any space user group undertake security measures or assume security responsibilities, without the express written consent of EEFH personnel.

It is expected that members of the police who undertake their duties as officers of the law will report and identify their presence in the building to staff whenever possible. EEFH recognizes that police reserve the right to act according to legislative and regulatory law.

Hours of Operation

Any booking that takes place outside of regular operating hours and on statutory holidays is subject to Out of Hours fees. The EEFH reserves the right to change its hours of operation.

6. SPACE USE PRIORITIES

General space use priorities

The following types of groups and activities are given priority for Space Use in this order:

- 1) EEFH Programming: Activities and programming led by one or more EEFH core partners.
- 2) EEFH Partnership: Activities and programming led by an external group/organization in partnership with one or more core partners of the EEFH
- 3) Community: Activities and programming led by external group/organization, that aligns with EEMF priorities, serves local community and is offered at no or low cost, on a cost-recovery basis
- 4) Individual and Commercial Use: Organizations and individuals not included in the categories above may rent space at EEFH, subject to availability and EEFH policies provided that there is no conflict with EEFH values, vision or activities and the booking does not adversely impact the EEFH identity.

Individuals holding a special event should fall within the following guidelines:

- Priority is given to local residents and EEFH users.
- The event is a one-time special event i.e. not a recurring booking.

Specific space use priorities

Activities whose purpose meets the following criteria are given priority over all other requests, and may require the EEFH to cancel or move existing space use bookings:

- Activities that respond to an emergent crisis affecting the EEFH and its community
- Activities related to municipal, provincial or federal election processes
- Activities that are required by the City of Toronto such as urgent community meetings or crisis response
- Any other priority determined by the EEFH in alignment with current EEFH strategic principles and priorities

Determining priorities if space is limited

From time to time, requests are made for use of the same space at the same time. When this happens, EEFH personnel will work with groups to determine if one or more are willing to meet in alternative spaces, at alternative times, or, if appropriate, to share space.

If this is not possible, EEFH personnel will use the criteria below, which are non-hierarchical, to guide the review of requests and determination on how to assign space. Groups that meet multiple criteria will be more likely to be allocated space, however unique situations may arise and the EEFH, at its discretion, has the ability to make decisions that may deviate from this list.

- Request is for a group vs individual
- Request is shorter vs longer-term
- Time spent by group on EEFH waiting list for space
- Alignment with current EEFH strategic principles and priorities
- The purpose of the activity relates to the local community
- Group or activity is led by community volunteers or peers
- Request is made by a group representing a community that has been historically marginalized, for example Indigenous peoples, Black people, people of colour, 2SLGBTQ+ individuals and people living with disabilities.
- Activity or event is free and open to the public
- User has no option to conduct the activity elsewhere or at another time
- If the booking is one for which EEFH charges fees

7. RIGHT TO CANCEL, AMEND, OR MOVE SPACE USE BOOKING

Once space is booked it will not be cancelled to accommodate a group from a higher priority category unless for exceptional circumstances.

EEFH personnel reserve the right to amend, move or cancel bookings if deemed necessary. Reasons for moving or amending a booking include but are not limited to an unforeseen emergency or facility closure, and the specific space use priorities described above. Reasons for

cancellation include but are not limited to a determination by EEFH personnel that the event or meeting becomes or is likely to become hazardous, criminal, or in breach of Applegrove or City of Toronto policy, pose a nuisance in the building or to other space users, or that the space user misrepresented their purpose, their event or other terms in their agreement.

Where possible EEFH will try to give the space user at least 24 hours' notice of an amendment or a cancellation. However, if there are unforeseen circumstances, it may not be possible to meet this deadline. Where a cancellation is due to an external event, EEFH will do its best to work with the space user to rebook or potentially find an alternative location.

All fees paid will be refunded for bookings that are cancelled by EEFH.

8. CONDITIONS AND RESTRICTIONS

Some specific conditions and restrictions are in place for space use.

Kitchen use

If the kitchen is to be used as part of a booking:

- Anyone under age 14 must be accompanied by an adult 18 years of age or older
- Space users are required to leave the kitchen in the condition directed by onsite instructions and signage and failure to do so will result in a cleaning fee
- Proof of a valid food handler's certificate is required for at least one person to be present for bookings at which food is prepared for service to members of the public
- Any user booking the kitchen to prepare food for sale must provide all applicable legal, liability and business documentation and information required for their business, including but not limited to business licenses and certificates, applicable commercial liability insurance and required professional certifications, to be kept on file by the EEFH

Alcohol

EEFH personnel and the Applegrove Executive Director (or designate), will determine at their own discretion if a space user is permitted to serve alcohol during a booking, and if so, will communicate requirements to space users which may include but are not limited to the use of EEFH preferred bartending/waitstaff and security vendors, additional EEFH staffing oversight, designation of where in the facility alcohol service and consumption is and is not permitted, and any other measures as deemed necessary.

All alcohol sales and services must comply with the Alcohol and Gaming Commission of Ontario (AGCO) rules, City of Toronto Municipal Alcohol Policy and all other applicable laws. This includes but is not limited to:

- Obtaining the insurance required
- Ensuring anyone who serves alcohol at the booking is Smart Serve certified
- Monitoring the booking to ensure participant safety
- At least ten (10) business days before the booking, and before bringing any alcohol into the facility, providing a copy of:
 - Special Occasion Permit (SOP) or equivalent license issued by the AGCO

- The insurance certificate covering the booking, and
- Proof of Smart Serve training certification for anyone who will serve alcohol.

Failure to submit any required documents may result in the EEFH withholding permission for the event.

Religious interests

EEFH is located in a church building but is a secular initiative. Space users may engage in religious activities only on an occasional and peripheral basis, and may not be involved in recruiting new members for any religion, faith, belief system or spiritual organization.

Political activity

In accordance with the City's Use of City Resources during an Election Period Policy, there are restrictions on the use of the EEFH during election periods.

Commercial interests

EEFH is a community resource. Commercial space use is restricted to allow for community use first.

On occasion and for the purpose of generating revenue to support the EEFH, EEFH personnel may adjust or cancel booking in order to use the building for commercial activity.

The sale of goods or services at the EEFH is permissible if it advances achievement of the EEFH mandate or is directly associated with activities compatible with the EEFH values and vision. Approval of sale of goods or services must be obtained in advance.

Courses

Courses must meet a need in the community and may not serve a commercial interest. Instructor credentials and course curricula may be reviewed by EEFH personnel to ensure the quality and relevance of a proposed course in relation to the EEFH values and vision.

Any participation fees charged must be reasonable. Organizers must adhere to the EEFH philosophy that no one be turned away due to lack of finances, and may be required to confirm the method used to accept such participants.

9. RELEASE OF LIABILITY, RESPONSIBILITY FOR DAMAGES AND INSURANCE REQUIREMENTS

For EEFH space to be booked, space users must agree to the following:

1) Release of liability

While the EEFH does its best to ensure that all activities held at the EEFH facility do not pose risks to its space users, their participants or their belongings, the EEFH is not liable for any loss of property or harm to a space user or their activity participants. Space users release the EEFH initiative and its personnel, Applegrove and the City of Toronto from any claims.

2) Responsibility for damages

Space users are responsible for damages and losses to the EEFH, its premises, furnishings and equipment. Space users will not be permitted to book future space until EEFH has received full payment for any loss, theft, or damage.

The charge for damage to EEFH spaces will be based on the cost of materials and the wages of staff performing the repair. The charge for loss, theft, or damage of EEFH materials or equipment will be based on full replacement cost of identical or comparable items.

3) Insurance requirements

All space users must be covered by general liability insurance, including bodily injury, personal injury and property damage, with a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence. For bookings that involve the service and consumption of alcohol, insurance coverage must include a Host Liquor Liability endorsement.

The EEFH reserves the right to implement additional insurance requirements, as deemed necessary for specific space use activities.

In situations where this insurance requirement creates a barrier to access for space use that will support community programming, EEFH personnel will support potential space users in exploring options for securing the required coverage.

Space users are required to provide certificates of insurance naming Applegrove and the City of Toronto as additional insured as proof of coverage, prior to the finalization of any booking.

10. SPACE USE FEES

EEFH space use fees are charged in order to recover EEFH operating costs and/or subsidize unfunded EEFH programs and services, and community needs. Fees are based on the type and purpose of the individual or group user as follows:

1. EEFH Use
 - No fee
2. EEFH Partnership Use
 - Partnerships are negotiated by EEFH personnel in consultation with Applegrove Executive Director
 - Fees, if applicable, will be negotiated on a case by case basis with consideration of factors such as program impact, partner resources and EEFH financial stability
 - Booking fees will be charged for fundraising events, AGCO licensed events, events, conferences, parties, and for space booked outside of regular hours
3. Community Use
 - See EEFH Space Use Fee Schedule (Appendix A)
 - Requires \$25 deposit to reserve the space, which is applied to the booking fee.
 - The EEFH is committed to making low or no cost space available to groups that have been historically marginalized and which continue to face structural barriers to equal access and opportunity, including but not limited to Black and Indigenous communities. Booking fee reductions and waivers will be assessed on a case by case basis, with consideration of factors such as the group's ability to afford fees and the frequency and duration of the requested booking(s).

4. Individual and Commercial Use

- See EEFH Space Use Fee Schedule (Appendix A)
- Minimum commercial rates are set, but commercial enterprises may be assessed for higher fees depending on activities planned and anticipated disruption to EEFH on a case-by-case basis.
- EEFH will not hold or guarantee space without a 50% deposit or full fee payment
- Any deposit paid to reserve space is a down payment on the fees and is applied to the fees paid for a booking
- Users wishing to cancel their Space Use Agreement must submit notification of cancellation in writing at least seven (7) calendar days in advance of the booking date (applies to all bookings)
- If written notice is provided at least seven (7) calendar days before the booking date, all fees paid minus a 10% administrative fee will be returned
- If notice of cancellation is not provided at least seven (7) calendar days in advance, EEFH will retain all booking fees (applies to all bookings).

Fees and notice or cancellation requirements for booking the full building will be determined on a case by case basis with consideration of the proposed use's activities, requirements, hours, duration and impact on the EEFH.

EEFH reserves the right to change booking fees at any time, provided that space has not already been booked for a previously agreed upon rate.

Rates will be reviewed by the EEFH annually or as needed, with proposed changes requiring authorization by the Applegrove Board.

11. OTHER FEES

The following items are subject to additional fees – see Appendix B.

Solid Waste Fee

EEFH will provide waste receptacles for bookings. All waste is to be sorted into appropriate receptacles. If space users feel these are inadequate they shall communicate with EEFH personnel prior to space use to identify options.

EEFH charges a solid waste fee to groups that produce an excessive amount of waste, regardless of space use fee category and whether or not space use fees are being paid. Space users who generate excess waste are required to pay the solid waste fee for each additional bag on the next business day.

Any non-compostable or non-recyclable waste left beyond what fits in provided receptacles will be considered excess garbage and charged a per bag fee. Bags of recyclable waste or organic waste that are contaminated (e.g., garbage mixed with organics, organics mixed with recyclables, etc.) will be treated and charged as garbage.

Equipment

Space users may request to book and use available EEFH equipment at additional cost. Equipment fees must be paid for at the time the space is booked.

Unscheduled Use

EEFH reserves the right to charge for use of any unbooked space, including but not limited to:

- Room occupancy begins prior to or extends after the booking period.
- Occupying a room without a confirmed booking

Staff Charges

When the building is open beyond the regular hours of operations, additional EEFH personnel staffing will be required. Staff charges are included with booking fees for space.

Cleaning Fee

Basic room maintenance is included in the booking fee. Space users who leave space in a disorderly state that does not reflect the room condition requirements posted in each room, will be charged an additional cleaning fee.

Fire Suppression System Fee

Space users will be held responsible for false fire alarm pulls and resulting costs.

12. REVIEW AND APPEAL

EEFH is not responsible for the content of community programs, organizational meetings, or booked events taking place on the premises.

Complaints about content or other space use issues can be brought forward to any EEFH personnel or submitted through the Applegrove Complaints Procedure.

Space use is subject to periodic review regarding compliance with Applegrove and City of Toronto policies, and with EEFH procedures and administrative requirements. For serious and unresolvable breaches of policy, a program, organization, group or individual may have their privileges at EEFH terminated with one week's written notice.

Individuals or groups who have an issue with the administration of this policy should discuss possible resolution with EEFH personnel. Individuals or groups may appeal a decision made by EEFH personnel to the Applegrove Board. Appeals must be made in writing and be submitted within 30 days of the issue/incident in question, to applegroveboard@applegrovecc.ca. Appeals will be considered at the next meeting of the Board's Personnel and Policy Committee.

Related Policies

- Applegrove Privacy Policy
- Applegrove Complaints Procedure
- City of Toronto Human Rights and Anti-Harassment/ Discrimination Policy
- City of Toronto Human Rights and Anti-Harassment/Discrimination Complaints Procedure
- City of Toronto Municipal Alcohol Policy
- City of Toronto Hate Activity Policy
- City of Toronto Workplace Violence Policy
- Use of City Resources during an Election Period Policy

Applegrove policies are available at: <https://applegrovecc.ca/about/policies/>

City of Toronto policies are available at: <https://www.toronto.ca/city-government/accountability-operations-customer-service/city-administration/corporate-policies/>

PART 2 – BOOKING PROCEDURE AND RESPONSIBILITIES

13. BOOKING PROCEDURE

EEFH space is available for single or repeat bookings.

- Space users may book single use or repeat bookings up to four (4) months in advance. Exceptions for one-time special event booking will be considered on a case by case basis.
- EEFH will generally issue a Space Use Agreement for repeat bookings for a maximum of three to six months. EEFH reserves the right to limit any Space Use Agreement for repeat bookings to periods of less than twelve months.
- If EEFH cancels a space booking and cannot reschedule, all fees paid will be refunded.
- Space is available on a first come first served basis to all User Categories, with priority generally given in order listed under Space Use Priorities.

Prospective space users must submit a Space Use Application to the EEFH. EEFH reserves the right to make space allocation decisions that support its mandate and financial stability.

All approved space users, except EEFH core partners, must sign a Space Use Agreement:

- The Space Use Agreement will include specific times needed to set up and dismantle for each booking period.
- The person who signs the Space Use Agreement will be responsible for making sure the Agreement, policy and procedures are followed by all organizers and participants. If the applicant is an organization, the person who signs the Agreement must have the authority to sign agreements on behalf of the organization.
- No Space Use Agreement will be signed by the EEFH until all necessary documents are provided, including but not limited to:
 - City of Toronto Declaration of Compliance with Anti-Harassment/ Discrimination Legislation and City Policy; and
 - Proof of general liability insurance including bodily injury, personal injury and property damage, with a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence.
- Bookings will be confirmed in the EEFH calendar when all required fees are paid and the Space Use Agreement has been signed by the EEFH and the key Space User contact.

14. RESPONSIBILITIES

Responsibilities of the East End Food Hub to its space users include:

1. Provide space for booked activities, with emphasis on serving its priority groups and activities to the best of its ability given competing demands and limited capacity.
2. Provide a *Space Use Agreement* that sets out terms and conditions for all bookings.
3. Make space available at the time booked and ready for use.
4. Ensure that at least one employee of the EEFH and/or East End United Regional Ministry (EEURM) is available onsite throughout each booking.
5. Provide, promote and implement policies, procedures, guidelines, processes and practices that promote effective space use and safety for all users.
6. Resolve disputes between groups regarding space where possible, when conflicts arise.
7. Facilitate communication and cooperative relationships with and among user groups.

Responsibilities and expectations of space users to the East End Food Hub, with lead responsibility and accountability sitting with their key contact, include:

1. Abide by the law, applicable City of Toronto and Applegrove policies, and EEFH procedures and guidelines, including *Space Use Agreement* terms and conditions.
2. Ensure that at least one of the individuals named as the key contact person or additional designated contact is present throughout the full booking period.
3. Provide EEFH personnel with a copy of their general liability insurance certificate naming Applegrove and the City of Toronto as additional insured, as well as any licenses, food handler certificate and other documents requested as part of the booking process.
4. Inform site personnel of arrival and departure and provide the total number of attendees expected throughout the event
5. Cooperate with and respect the right of EEFH partner personnel to enter booked space.
6. Respect other users of the building and neighbourhood (e.g. consider noise, etc).
7. Become familiar with and communicate with participants on safety features and EEFH emergency procedures e.g. fire exit, first aid kit locations, evacuation procedures, etc.
8. Communicate with staff if waste receptacles are insufficient to avoid excess waste fees.
9. Notify EEFH personnel of group leadership and contact information changes.

PART 3 – APPENDICES (FEES)

APPENDIX A – EAST END FOOD HUB SPACE USE FEES

ROOM	Hourly Rate		Day Rate (9:00am - 5:00pm)	
	Commercial/ Individual (minimum)	Community	Commercial/ Individual (minimum)	Community
Kitchen	\$35	\$20	\$175	\$105
Basement Hall	\$60	\$35	\$420	\$250
Narthex	\$30	\$20	\$210	\$125
Sanctuary	\$200	\$120	\$1400	\$850
Children's Room	\$20	\$10	\$140.00	\$85.00
Office/Meeting Room (desk) price/per desk	\$10/hour	\$7/hour	\$70/day, \$250/week	\$40/day, \$200/week
Dedicated Office/Meeting Room (full room)	\$40/hour	\$30/hour	\$200/day \$650/week	\$150/day \$500/week
Whole building	n/a	n/a	Please contact for more information	Please contact for more information

**1 week is equal to a minimum of 5 and up to 7 days, based on Food Hub days and hours of operation, which will be confirmed upon booking.*

APPENDIX B – ADDITIONAL FEES

Deposit	Community booking	\$25.00
	Commercial/ individual booking	<ul style="list-style-type: none"> Any booking proposed within 5 business days of receipt of application must be paid in full to reserve space, and is not eligible for a deposit For bookings more than 5 business days in advance, a 50% deposit of the full fee payable at the time the space is booked may be paid to reserve a space
<i>Food Storage</i>	Cold Storage – per shelf*	\$15.00/month per shelf
	Dry storage – per shelf*	\$10.00/month per shelf
Cleaning fee <i>(if space left in unacceptable condition)</i>	Community booking	\$100.00
	Commercial/ individual booking	\$200.00
Other	Key replacement <i>(if key is damaged or not returned)</i>	\$50.00
	Fire suppression system <i>(for false fire alarm or setting off system accidentally)</i>	Billed on cost-recovery basis <i>2024 rates: \$1,679.58 per dispatch (3 vehicles) or \$559.86 per fire vehicle dispatched</i>
	Solid waste fee (per bag)	\$15.00
	Out of hours fee (10:00pm and later) <i>(rate is per staff person, per hour)</i>	\$60

**only available for long-term rentals*