

**REGAL TELEPHONE COMPANY**

**1119 WEST KENT, SUITE J**

**PO BOX 1240**

**MISSOULA, MT 59806**

**email: regal@centric.net**

RECEIVED

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2003 JUN 26 AM 9:47

IDAHO PUBLIC  
UTILITIES COMMISSION

**Phone: (406) 543-6709**

**Fax: (406) 543-6809**

June 23, 2003

Idaho Public Utilities Commission  
PO Box 83720  
Boise, ID 83720-0074

RE: Application for Certificate of  
Public Convenience and Necessity  
Regal Telephone Company

*GNR-7-03-24*

Dear Sirs:

Enclosed please find three copies of the Application for Certificate of Authority and requested financial information, and the Telephone Tariff for Regal Telephone Company.

Regal Diversified, Inc. dba Regal Telephone Company is a reseller of local telephone service and will be doing business in the state of Idaho within the geographical boundaries of Qwest Communications. Regal Diversified, Inc. was incorporated in 1998 in the state of Montana and is currently doing business in the states of Montana, Arizona, Wyoming and Oregon. The principal business address is 1119 West Kent, Suite J, PO Box 1240, Missoula, MT 59806. Regal does not own property nor have an office in the state of Idaho. Research Unlimited, Inc. of 3730 E. Clement Rd., Boise, ID 83704 is the registered agent representing Regal Diversified, Inc. in the state of Idaho.

The following is a list of stockholders and number of shares issued in the corporation:

Kenneth W. Brown, 6225 Sawmill Gulch Rd., Missoula, MT 59802  
200 shares; 50% voting control

Verna G. Brown, 6225 Sawmill Gulch Rd., Missoula, MT 59802  
200 shares; 50% voting control

The above represents the total shares issued to date.

Idaho Public Service Commission  
Page Two  
June 23, 2003

The following is a list of names and addresses of officers and directors of Regal Diversified, Inc.

Kenneth W. Brown, President, 1119 West Kent, Suite J, Missoula, MT 59801  
Verna G. Brown, Vice-President, 1119 West Kent, Suite J, Missoula, MT 59801  
Jennifer E. Nordberg, Treasurer, 1119 West Kent, Suite J, Missoula, MT 59801  
Rita E. Brown, Secretary, 6225 Sawmill Gulch Road, Missoula, MT 59802  
Jason Nordberg, Director, 3333 Big Flat Road, Missoula, MT 59808  
David Richards, Director, 2120 Wylie, Missoula, MT 59802

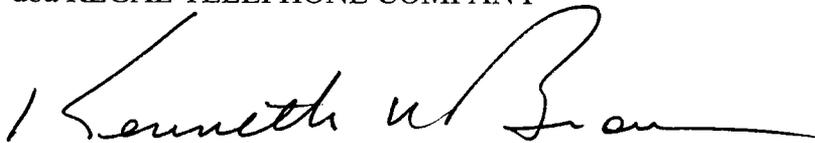
Regal Telephone Company proposes to commence providing service immediately upon granting of approval by the Commission. The requested contact information is provided on Page 3 of the Tariff filing.

Interconnection agreements between Regal Diversified, Inc. and Qwest Communications have been initiated. We have reviewed all of the Commission rules and agree to comply with same. As stated in Section 2.5.4 - Customer Deposits (Page 22 of the Tariff), we do not require deposits from our customers, therefore, no escrow account has been initiated.

We look forward to your approval of our request. Should you have any further questions or need additional information, please feel free to contact us.

Sincerely,

REGAL DIVERSIFIED, INC.  
dba REGAL TELEPHONE COMPANY

A handwritten signature in black ink, appearing to read "Kenneth W. Brown". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kenneth W. Brown  
President

KWB/vg  
Enclosures

# State of Idaho

Office of the Secretary of State

CERTIFICATE OF AUTHORITY  
OF  
REGAL DIVERSIFIED, INC.

File Number C 149513

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority, duly executed pursuant to the provisions of the Idaho Business Corporation Act, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: 6 June 2003



*Ben Yursa*

SECRETARY OF STATE

By

*Sally Lloyd*

SECRETARY OF STATE  
STATE OF MONTANA  
MIKE COONEY

Business Services Bureau  
LesLee Shell-Beckert, Deputy



Montana State Capitol  
PO Box 202801  
Helena, MT 59620-2801  
(406)444-3665  
<http://www.state.mt.us/sos/>

KENNETH W BROWN  
6225 SAWMILL GULCH ROAD  
MISSOULA MT 59802

RE: REGAL DIVERSIFIED, INC.  
ARTICLES OF INCORPORATION  
Date of Filing: August 27, 1998  
Filing Number: 356334 - D95919

September 3, 1998

Dear Mr. Brown:

I've approved the filing of the documents for the above named entity. The document number and filing date have been recorded on the original document. This letter serves as your certificate of filing and should be maintained in your files for future reference.

Thank you for giving this office the opportunity to serve you. If you have any questions in this regard, or need additional assistance, please do not hesitate to contact the Business Services Bureau professionals at (406) 444-3665.

Sincerely,

A handwritten signature in cursive script that reads "Mike Cooney".

Mike Cooney  
Secretary of State  
Enclosure

356334

STATE OF MONTANA

FILED

AUG 27 1998

*RAC  
Pd. \$70.00*

ARTICLES OF INCORPORATION  
OF  
REGAL DIVERSIFIED, INC.

SECRETARY OF STATE

The undersigned incorporators, for the purpose of forming a corporation under the Montana Business Corporation Act and the Montana Close Corporation Act, do hereby adopt the following articles of incorporation:

ARTICLE ONE

NAME: The name of the corporation is Regal Diversified, Inc.

ARTICLE TWO

DURATION: The duration of the corporation is perpetual.

ARTICLE THREE

PURPOSE: The purposes for which the corporation is organized are:

1. Re-sale of telephone service, and
2. To transact any and all lawful business for which corporations may be incorporated under the laws of the State of Montana.

ARTICLE FOUR

SHARES: The corporation is authorized to issue only one class of stock. The total number of shares authorized to be issues is Five Thousand (5,000) without par value. Shares may be issued by the corporation from time to time upon resolution of existing

shareholders (acting in lieu of a board of directors as hereinafter provided). The number of shareholders shall not exceed the lesser of twenty-five (25) or the number allowed by the Internal Revenue code under any election by the shareholders to be treated as a small business corporation ("Subchapter S" Corporation) as provided by the Internal Revenue code in effect at such time. The shares of the corporation shall be nonassessable.

#### **ARTICLE FIVE**

STATUTORY CLOSE CORPORATION: The corporation is a statutory close corporation as provided by Section 35-9-101, et. seq. M.C.A.

#### **ARTICLE SIX**

SHARE TRANSFER RESTRICTIONS: The corporation's share certificates shall contain the statement required by Section 35-9-201, M.C.A. (1995). No interest in shares may be transferred voluntarily or involuntarily, to any person or entity other than the corporation, unless the transfer is pursuant to the written agreement of all shareholders or pursuant to the procedures set forth in Section 35-9-203, M.C.A. (1995). These share transfer restrictions extend to the heirs and relatives of shareholders and to trustees, receivers or other similar officers appointed as the result of the shareholder's bankruptcy, insolvency or other similar proceedings.

The provisions of Sections 35-9-205 through 35-9-208, M.C.A. (1995), concerning compulsory purchase of a deceased shareholder's shares by the corporation, apply to the corporation; and the corporation may fund such compulsory purchase obligations by purchasing insurance on the life of each shareholder.

#### **ARTICLE SEVEN**

**ABSENCE OF DIRECTORS:** The corporation or its shareholders may elect to operate without a board of directors. In the event such election is made, all corporate powers and affairs shall be exercised and managed under the direction of the shareholders. The shareholders may by resolution appoint one or more of their number to execute documents on behalf of the corporation.

#### **ARTICLE EIGHT**

**REGISTERED OFFICE AND AGENT:** The address of the corporation's initial registered office is 6225 Sawmill Gulch Road, Missoula, MT 59802. The name of the initial registered agent at such registered office is Kenneth Wayne Brown.

#### **ARTICLE NINE**

**INCORPORATION:** The name and address of the incorporators are Kenneth Wayne Brown, 6225 Sawmill Gulch Road, Missoula, MT 59802 and Verna G. Brown, 6225 Sawmill Gulch Road, Missoula, MT 59802. The incorporators shall have authority to make the corporation's

initial offering of shares to themselves. Upon issuance of one or more shares of the corporation's stock by the incorporators to each of the incorporators, the incorporators' authority as incorporators shall cease and all corporate shares, including issuance of shares of stock, shall be exercised by shareholders as above set forth.

IN WITNESS WHEREOF these Articles of Incorporation have been executed in duplicate on the 26<sup>th</sup> day of August, 1998.

  
Kenneth Wayne Brown

SUBSCRIBED AND SWORN TO, before me this 26<sup>th</sup> day of August, 1998.

  
Notary Public for the State of MT  
Residing at Missoula, MT  
My commission expires: 6/17/00

  
Verna G. Brown

SUBSCRIBED AND SWORN TO before me this 26<sup>th</sup> day of August, 1998.

  
Notary Public for the State of MT  
Residing at Missoula, MT  
My commission expires: 6/17/00

3:04 PM  
06/25/03  
Accrual Basis

**REGAL TELEPHONE COMPANY**  
**Balance Sheet**  
As of December 31, 2002

	<u>Dec 31, 02</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
CASH DRAWER	250.00
CB3405	48,744.22
MONEY MARKET	34,837.23
<b>Total Checking/Savings</b>	<u>83,831.45</u>
Accounts Receivable	
Accounts Receivable	74,362.71
<b>Total Accounts Receivable</b>	<u>74,362.71</u>
Other Current Assets	
Employee Advances	691.75
<b>Total Other Current Assets</b>	<u>691.75</u>
<b>Total Current Assets</b>	158,885.91
<b>Fixed Assets</b>	
ACCUM. DEPRECIATION	-19,865.46
AUTOMOBILES	30,123.00
EQUIPMENT	12,481.35
<b>Total Fixed Assets</b>	<u>22,738.89</u>
<b>Other Assets</b>	
ACCUM. AMORTIZATION	-220.00
DEPOSITS	2,000.00
INCORPORATION COSTS	275.00
<b>Total Other Assets</b>	<u>2,055.00</u>
<b>TOTAL ASSETS</b>	<u><b>183,679.80</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Credit Cards	
BANK ONE VISA	-30.00
<b>Total Credit Cards</b>	<u>-30.00</u>
Other Current Liabilities	
Payroll Liabilities	4,407.62
Simple Payable	3,777.00
<b>Total Other Current Liabilities</b>	<u>8,184.62</u>
<b>Total Current Liabilities</b>	8,154.62
<b>Long Term Liabilities</b>	
GMAC PAYABLE	28,616.85
<b>Total Long Term Liabilities</b>	<u>28,616.85</u>
<b>Total Liabilities</b>	36,771.47
<b>Equity</b>	
Capital Stock	10,500.00
OFFICER LOAN TO/FROM	-1,290.62
Retained Earnings	109,390.24
Shareholder Dividends	-75,000.00
Net Income	103,308.71
<b>Total Equity</b>	<u>146,908.33</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>183,679.80</b></u>

3:02 PM  
 06/25/03  
 Accrual Basis

**REGAL TELEPHONE COMPANY**  
**Profit & Loss**  
 January through December 2002

	<u>Jan - Dec 02</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Fees/NSF CHECKS	3,564.22
Reimbursed Expenses	-12.75
Sales	804,334.84
<b>Total Income</b>	<u>807,886.31</u>
<b>Expense</b>	
<b>ADVERTISING</b>	55,888.94
Amortization Expense	55.00
Bank Service Charges	413.65
<b>COLLECTIONS</b>	101.38
Contributions	1,309.50
<b>CREDIT/DISCOUNT</b>	1,769.66
Depreciation Expense	11,254.00
Director's Fees	1,000.00
Dues and Subscriptions	135.20
<b>INSTALLATION</b>	4,056.32
<b>Insurance</b>	
SURETY BOND INS.	300.00
VEHICLE INSURANCE	1,239.49
Work Comp	278.92
<b>Total Insurance</b>	<u>1,818.41</u>
<b>Interest Expense</b>	
Finance Charge	2.15
<b>Total Interest Expense</b>	<u>2.15</u>
<b>INTERNET ACCESS</b>	164.45
Licenses and Permits	299.00
Miscellaneous	-0.03
<b>OFFICE EXPENSE</b>	
AMERICAN EXPRESS MERCHANT FEE	31.17
MCGOWAN WATER	40.00
NOVA INFO SYSTEMS	3,585.01
OFFICE EXPENSE - Other	17,463.61
<b>Total OFFICE EXPENSE</b>	<u>21,119.79</u>
Office Supplies	5,793.22
Payroll Expenses	
<b>WAGES</b>	137,846.05
Payroll Expenses - Other	15,832.17
<b>Total Payroll Expenses</b>	<u>153,678.22</u>
<b>Postage and Delivery</b>	
FED EX	143.18
Postage and Delivery - Other	5,767.92
<b>Total Postage and Delivery</b>	<u>5,911.10</u>
Printing and Reproduction	624.54
Professional Development	0.00
<b>Professional Fees</b>	
ACCOUNTING BOOKKEEPING	1,505.00
Legal Fees	265.00
PROFESSIONAL SERVICES	45.00
<b>Total Professional Fees</b>	<u>1,815.00</u>
<b>REFUND</b>	4,997.53
<b>REGISTRATION FEE</b>	659.96
<b>Rent</b>	
VEHICLE LEASE	1,729.01
Rent - Other	6,000.00
<b>Total Rent</b>	<u>7,729.01</u>
<b>Repairs</b>	
Computer Repairs	60.00
Repairs - Other	50.00

3:24 PM

06/25/03

Accrual Basis

## REGAL TELEPHONE COMPANY

## Balance Sheet

As of March 31, 2003

	<u>Mar 31, 03</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
CASH DRAWER	317.00
CB3405	28,733.57
MONEY MARKET	20,967.53
Total Checking/Savings	<u>50,018.10</u>
Accounts Receivable	
Accounts Receivable	78,540.39
Total Accounts Receivable	<u>78,540.39</u>
Other Current Assets	
Employee Advances	716.75
Undeposited Funds	384.48
Total Other Current Assets	<u>1,101.23</u>
Total Current Assets	129,659.72
<b>Fixed Assets</b>	
ACCUM. DEPRECIATION	-19,865.46
AUTOMOBILES	30,123.00
EQUIPMENT	12,894.20
Total Fixed Assets	<u>23,151.74</u>
<b>Other Assets</b>	
ACCUM. AMORTIZATION	-220.00
DEPOSITS	2,000.00
INCORPORATION COSTS	275.00
Total Other Assets	<u>2,055.00</u>
<b>TOTAL ASSETS</b>	<b><u>154,866.46</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Credit Cards	
BANK ONE VISA	-30.00
Total Credit Cards	<u>-30.00</u>
Other Current Liabilities	
Payroll Liabilities	3,068.84
Total Other Current Liabilities	<u>3,068.84</u>
Total Current Liabilities	3,038.84
<b>Long Term Liabilities</b>	
GMAC PAYABLE	27,110.70
Total Long Term Liabilities	<u>27,110.70</u>
Total Liabilities	30,149.54
<b>Equity</b>	
Capital Stock	10,500.00
OFFICER LOAN TO/FROM	-1,290.62
Retained Earnings	137,698.95
Shareholder Dividends	-70,000.00
Net Income	47,808.59
Total Equity	<u>124,716.92</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>154,866.46</u></b>

3:08 PM  
 06/25/03  
 Accrual Basis

**REGAL TELEPHONE COMPANY**  
**Profit & Loss**  
 January through March 2003

	<u>Jan - Mar 03</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Fees/NSF CHECKS	1,039.22
Reimbursed Expenses	-18.45
Sales	235,491.95
<b>Total Income</b>	<u>236,512.72</u>
<b>Expense</b>	
<b>ADVERTISING</b>	14,001.18
Automobile Expense	-21.70
Bank Service Charges	121.86
Contributions	140.00
<b>CREDIT/DISCOUNT</b>	455.80
Insurance	
VEHICLE INSURANCE	288.00
<b>Total Insurance</b>	<u>288.00</u>
<b>INTERNET ACCESS</b>	47.85
Licenses and Permits	75.00
Miscellaneous	2.02
<b>OFFICE EXPENSE</b>	
AMERICAN EXPRESS MERCHANT FEE	24.48
MCGOWAN WATER	28.00
NOVA INFO SYSTEMS	1,280.25
SCOTT & ASSOCIATES, CLEANING	100.00
OFFICE EXPENSE - Other	6,780.02
<b>Total OFFICE EXPENSE</b>	<u>8,212.75</u>
Office Supplies	1,893.71
Payroll Expenses	
WAGES	33,972.55
Payroll Expenses - Other	2,830.16
<b>Total Payroll Expenses</b>	<u>36,802.71</u>
Postage and Delivery	
FED EX	51.26
Postage and Delivery - Other	854.92
<b>Total Postage and Delivery</b>	<u>906.18</u>
Printing and Reproduction	231.37
Professional Fees	
ACCOUNTING BOOKKEEPING	895.00
Legal Fees	285.00
Professional Fees - Other	145.00
<b>Total Professional Fees</b>	<u>1,325.00</u>
REFUND	1,224.95
Rent	1,626.00
Taxes	
Local	
CHANDLER	37.87
FLAGSTAFF	92.23
GLENDALE	139.42
MESA	106.39
PEORIA	50.44
PHOENIX	742.94
SCOTTSDALE	6.77
SURPRISE	13.05
TEMPE	41.47
TUCSON	1,047.06
<b>Total Local</b>	<u>2,277.64</u>
State	
ARIZONA	6,310.71
WYOMING	276.99
<b>Total State</b>	<u>6,587.70</u>

3:08 PM  
06/25/03  
Accrual Basis

**REGAL TELEPHONE COMPANY**  
**Profit & Loss**  
January through March 2003

	<u>Jan - Mar 03</u>
<b>Total Taxes</b>	8,865.34
<b>Telephone</b>	
<b>AZ SUMMARY</b>	42,791.01
<b>CELLULAR</b>	432.71
<b>MAIN OFFICE</b>	2,081.26
<b>MAIN OFFICE 800#</b>	2,005.88
<b>MT SUMMARY</b>	57,155.07
<b>OR SUMMARY BILL</b>	3,985.84
<b>UNIVERSAL SERVICE FUND</b>	524.94
<b>WY SUMMARY</b>	2,716.28
<b>Telephone - Other</b>	90.79
<b>Total Telephone</b>	<u>111,783.78</u>
<b>Travel &amp; Ent</b>	
<b>Meals</b>	736.95
<b>Travel</b>	116.00
<b>Total Travel &amp; Ent</b>	<u>852.95</u>
<b>Total Expense</b>	<u>188,834.75</u>
<b>Net Ordinary Income</b>	47,677.97
<b>Other Income/Expense</b>	
<b>Other Income</b>	
<b>INTEREST EARNED</b>	130.30
<b>Interest Income</b>	0.32
<b>Total Other Income</b>	<u>130.62</u>
<b>Net Other Income</b>	<u>130.62</u>
<b>Net Income</b>	<u><u>47,808.59</u></u>

**TELEPHONE TARIFF**

**FILED WITH THE**

**IDAHO PUBLIC UTILITIES COMMISSION**

**ON BEHALF OF**

**REGAL DIVERSIFIED, INC.  
dba REGAL TELEPHONE COMPANY  
1119 WEST KENT STREET, SUITE J  
MISSOULA, MT 59801  
406-543-6709  
406-543-6809 Fax**

**Prepared by:  
Kenneth W. Brown, President  
Regal Diversified, Inc.  
1119 West Kent Street, Suite J  
Missoula, MT 59801  
Contact Phone: (406) 543-6709**

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## APPLICATION OF TARIFF

This tariff sets forth the services offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Regal Diversified Inc., dba Regal Telephone Company (hereinafter "Company") with principal offices at 1119 West Kent Street, Suite J, Missoula, Montana 59801. This tariff applies to services furnished in the State of Idaho. This Tariff is on file with the Idaho Public Utilities Commission, and copies can be inspected during normal business hours at Company's principal place of business.

## CONTACT INFORMATION

Regal Diversified, Inc.  
Regal Telephone Company  
PO Box 1240  
Missoula, MT 59806  
(406) 543-6709  
Fax: (406) 543-3809  
Email: [regal@centric.net](mailto:regal@centric.net)

### Customer Contact

For establishment of service, complaints and inquiries regarding service and billing, or reporting or inquiring about network outages or service problems:

Customer Service: 800-829-1403  
Maintenance: 800-829-1403

### Commission Contact

For complaints, inquiries and matters concerning rates and price lists:

#### Matters concerning customer service:

Jennifer E. Nordberg  
Phone: (406) 543-6709  
Fax: (406) 543-6809  
Email: [regal@centric.net](mailto:regal@centric.net)

#### Matters concerning tariffs and regulatory affairs:

Kenneth W. Brown, President  
Phone: (406) 543-6709  
Fax: (406) 543-6809  
Email: [regal@centric.net](mailto:regal@centric.net)

---

**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C - To signify a changed condition or regulation.
- D - To signify a discontinued rate or regulation.
- I - To signify an increased rate.
- M - To signify a move in location of text.
- N - To signify a new rate or regulation.
- R - To signify a reduced rate.
- T - To signify a change in text but no change in rate or regulation.
- Z - To signify a correction.

---

**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right-hand corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Board. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of Coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).1
  - 2.1.1.A.1.(a).1.i
  - 2.1.1.A.1.(a).1.i.(1)

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**SECTION 1 - DEFINITIONS**

Terms used generally throughout this tariff are defined as follows:

Account Number – A unique number assigned to a customer.

Advance Payment – Payment of all or part of a charge required before start of service.

Authorized User – A person that either is authorized by the Customer to use local exchange service at the Customer's location, or is placed in a position by the customer, either through acts or omissions, to use local exchange telephone service.

Authorized Code – A numerical code, one or more of which are assigned to Customer to enable Company to identify use of service on their account and to bill Customer accordingly. Multiple authorization codes may be assigned to Customer to identify individual users or groups of users on Customer's account.

Commission – Idaho Public Utilities Commission

Company – Regal Telephone Company, a division of Regal Diversified, Inc., a Montana corporation, the issuer of this Tariff.

Competitive Local Exchange Carrier (CLEC) - Denotes a common carrier that is issued the necessary Certificate to provide local exchange telecommunications service.

Customer – The entity which orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer-Provided Equipment – Terminal Equipment, as defined herein, provided by the Customer.

Demarcation Point – The premises wire demarcation point begins where the Customer's inside wire connects to the intra-building network cable. In the case of no intra-building network cable, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Disconnection – The disconnection of a line, circuit, or port connection being used for existing service.

**Exchange Carrier** – Any individual, partnership, association, joint-stock company, trust, government entity or corporation engaged in the provision of local exchange telephone service.

**Exchange Service** – The furnishing of service for telephone communication within a local service area in accordance with the provision of this Tariff.

**Incumbent Local Exchange Carrier (ILEC)** – Any certified local exchange company who holds a Certificate of Public Convenience and Necessity.

**Individual Case Basis** – A service arrangement in which the regulations, rates and charges are developed based on specific circumstances of the Customer's situation.

**Local Access and Transport Area (LATA)** – An area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communication services.

**Local Call** – A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

**Local Service** – Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff.

**Local Service Area** – That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

**Non-Recurring Charges** – The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the customer becomes liable at the time the Service Order is executed.

**Premises** – Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

**Premises Inside Wire** – Inside premises wire refers to all non-system inside telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

**Recurring Charges** – The monthly charges to the Customer for services, facilities and/or equipment, which continue for the agreed upon duration of the service.

**Service Commencement Date** – The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer’s refusal to accept service which does not conform to standards set forth in the Service Order of this Tariff, in which case the Service Commencement Date is the date of the Customer’s acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order** – The request for local exchange services executed by the Customer and the Company in a format specified by the Company.

**Services** – The Company’s local and inter-exchange telecommunications service offered to the Customer within the State of Idaho.

**Speed Dial** – Provides an end user with the option to call selected directory numbers by dialing a one or two digit code.

**Station** – Telephone equipment from or to which calls are placed.

**Trunk** – A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**End User (User)** – A Customer or any other person authorized by the Customer to use Services provided under this Tariff.

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**SECTION 2 - REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish intrastate telecommunications services within the State of Idaho under the terms of this Tariff as a Reseller of services from Qwest Communications.

The Company is responsible under this Tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

The Company's Customer Service Center business hours are Monday through Friday, 9:00 am to 6:00 p.m., and Saturday, 11:00 a.m. to 2:00 p.m., Mountain Time.

**2.1.2 Shortage of Equipment or Facilities**

The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

The furnishing of service under this Tariff is subject to availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as any facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

**2.1.3 Terms and Conditions**

- 2.1.3.1** Except as otherwise provided herein, service is prepaid and provided on the basis of a minimum period of thirty (30) days, and shall continue to be provided until Customer fails to prepay for the subsequent month pursuant to the Company's reminder. If Customer does not provide payment prior to the expiration of the prepaid service period, Customer's service will be disconnected pursuant to Section 2.5.5 of this Tariff.

- 2.1.3.2** Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days. All calculations of dates set forth in the Tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- 2.1.3.3** Customer may be required to enter into a written Customer Service Agreement, which may contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions of this Tariff. At the expiration of any term specified in the Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement and this Tariff prior to termination shall survive each termination.
- 2.1.3.4** This Tariff shall be interpreted and governed by the laws of the state of Idaho.
- 2.1.3.5** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6** The Customer has no property right to the telephone number or any call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so.

**2.1.4 Liability of the Company**

- 2.1.4.1** The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- 2.1.4.2** The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.
- 2.1.4.3** The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.1.4.4** The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: natural disasters, floods, fire, explosions or other catastrophes; and law, order, regulation, direct action or request of the United States government or any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

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- 2.1.4.5** The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omission of other common carriers or local exchange carriers.
- 2.1.4.6** The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.7** The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demand, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.1.4.8** The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's employees. No agents or employees of other participating carrier shall be deemed to be agents or employees of the Company.
- 2.1.4.9** Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including:
- A.** Claims for defamation, libel, slander, invasion of privacy, Infringement of Copyright, unauthorized use of Trademark, Trade name, or service mark, unfair competition, interference with or misappropriation or violation of any Contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material,

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data, information or content revealed, transmitted, processed, handled or used by the Company under this Tariff.

- B. Patent Infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others.
- C. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff.

**2.1.4.10** The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

**2.1.4.11** **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

**2.1.4.12** The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities, or services which are interconnected with Company services.

**2.1.4.13** No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

**2.1.4.14** With Respect to Emergency Number 911 Service

- A. This service is offered solely as part of the resold ILEC Service, where available, as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person or persons for any personal injury

to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

- B.** Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employee or agents of any one of them.

**2.1.4.15** The Company's liability arising from errors or omissions in directory listing, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

**2.1.4.16** In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone number when the number does not place the call. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

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**2.1.4.17** When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

### **2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals, or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but may affect many Customers' Services. No specific advance notification is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, notification to the Customer may not be possible.

### **2.1.6 Provision of Equipment and Facilities**

**2.1.6.1** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer, with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

**2.1.6.2** The Company shall use reasonable efforts to cause the ILEC to maintain its own facilities which the Company furnishes to the Customer. The Customer may not, nor may the Customer permit others, to rearrange, disconnect, remove, attempt to repair or to otherwise interfere with any of the facilities provided by the ILEC. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents, or employees to the Customer's premise when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the ILEC or the Company, including but not limited to the Customer.

- 2.1.6.3** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
- A.** The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - B.** The reception of signals by Customer-provided equipment; or
  - C.** Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

### **2.1.7 Ownership of Facilities**

Title to all facilities provided in accordance with this Tariff remains in the ILEC, its agents or contractors.

## **2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. Services also may not be used for any purpose for which payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share services.
- 2.2.2** The Company may block any signals being transmitted over its network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payment for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

**2.2.3** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

## **2.3 Obligations of the Customer**

### **2.3.1 General Obligations**

The Customer shall be responsible for:

**A.** Placing orders for service.

When placing an order for service, Customer must provide:

- 1.** the name(s), address(es) of the person(s) responsible for the payment of service charges; and
- 2.** the name(s), telephone number(s), and address(es) of the Customer contact person(s).

**B.** Payment of all applicable charges pursuant to this Tariff;

**C.** Reimbursing the Company for damage to or loss of the Company's or the ILEC's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recover of damages to the extent of such payment.

**D.** Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company or ILEC facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;

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- E.** Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company or ILEC provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company require the Customer to demonstrate its compliance with this section prior to accepting an order.
- F.** Providing a safe place to work and complying with laws and regulations regarding the working conditions on the premises at which ILEC employees and agents shall be installing or maintaining the facilities and equipment under this Tariff. The Customer may be required to install and maintain ILEC's facilities and equipment within a hazardous area if, in the ILEC's opinion, injury or damage to the ILEC's employees or property might result from installation or maintenance by the ILEC. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- G.** Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company or ILEC facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.E above; and granting or obtaining permission for needed personnel to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company or ILEC;
- H.** Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's or ILEC's equipment or facilities; and
- I.** Making Company or ILEC facilities and equipment available periodically for maintenance purposes at a time agreeable to all affected parties. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

### 2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including but not limited to, employees or invitees of either the Company or the Customer to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

## 2.4 Customer Equipment and Channels

### 2.4.1 Interconnection of Facilities

- 2.4.1.1 Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers, which are applicable to such connections. Service furnished by the Company is not part of a joint undertaking with such other carriers.
- 2.4.1.2 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.1.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

**2.4.1.4** The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

## **2.4.2 Inspections**

**2.4.2.1** Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer provided facilities and equipment to any Company owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

**2.4.2.2** If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

## **2.5 Payment Arrangements**

### **2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized users. Objections must be received within five (5) days after the due date, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in

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writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the customer.

- 2.5.1.1 Taxes:** The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

## **2.5.2 Billing and Collection of Charges**

- 2.5.2.1 Prepayment of Services:** Customer shall prepay Customer's monthly service provided by Company for each one-month period. The Company shall present a bill or reminder call for monthly charges to the Customer in advance of the month for which service is being provided.
- 2.5.2.2** Service is to be prepaid each month. The first payment is due in advance when the Customer signs up for service. This is the activation date. All other payments are due monthly on the anniversary of the Customer's activation date for the ensuing month's service.
- 2.5.2.3** Payments shall be considered delinquent and Customer will be assessed a late charge if the bill is not paid on or before the due date. Additionally, a non-recurring 1.5 percent per month delayed payment charge will accrue upon any past-due amount after the customer's account becomes delinquent.
- 2.5.2.4** The Customer is responsible for payment of all charges for service furnished to the Customer or authorized users, including but not limited to all calls originated and/or received at the Customer's number(s). Notwithstanding Section 3.1.1 of this Tariff, which provides for the blocking of certain toll calls, including direct dial long distance, collect calls, operator-assisted calls, and third number billed calls, in the event that the blocking of these calls is circumvented by the Customer, or in the event of a temporary failure of the blocking mechanism, the Customer is responsible for

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payment of any toll charges billed to the Customer's number(s). The initial billing may include the account set-up charge where applicable.

**2.5.2.5** For existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

**2.5.2.6** Customers may pay for service by credit card, authorized debit card, an authorized payment, MoneyGram, cashier's check, or money order.

**2.5.2.7** Company will bill Customer a one-time charge of \$30.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

**2.5.2.8** A charge of \$25.00 or the applicable statutory charge for reconnection of service (if any), whichever is greater, will apply whenever a Subscriber requests to be reconnected to the services after the Company has terminated services to Subscriber for any reason allowed by this Tariff.

### **2.5.3 Disputed Bills**

Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized users. The Customer shall notify the Company of any disputed items on a bill within five (5) days after the due date, or the charges shall be deemed correct. If the Customer and Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Idaho Public Utilities Commission in accordance with the Commission's rules of procedure.

**2.5.3.1** The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

### **2.5.4 Customer Deposits**

The Company does not require deposits from Customers.

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**2.5.5 Discontinuation of Service**

Customer's service may be discontinued without the Company incurring any liability for any of the following reasons:

- 2.5.5.1** Upon expiration of any prepaid service period unless Customer has paid to Company the next full month's service fee and/or applicable reconnection fee and any other charges incurred by the Customer;
- 2.5.5.2** Upon violation of or noncompliance with any Board regulations, or for violation or noncompliance with any of the other material terms or conditions for furnishing service.
- 2.5.5.3** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, or if the customer fails to furnish service equipment, permits, certificates of rights-of-way specified to be furnished in the utility's rules filed with the Board as conditions for obtaining service.
- 2.5.5.4** Immediately and without notice upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service.
- 2.5.5.5** The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:
  - A.** Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services. The Company may discontinue service pursuant to this sub-section 2.5.5.5.A (1-4) if:
    - 1.** The Customer provides false information to the Company regarding the Customer's identity, address, past or current use of common carrier communications service(s); or
    - 2.** The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

- a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service(s) not authorized by this Tariff; or
  - b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - c. Any other fraudulent means or devices; or
3. Use of service in such a manner as to interfere with the service of others; or
  4. Use of service for unlawful purposes.

**2.5.5.6** Unless otherwise stated, the Company will provide Customer with notice in conformance with s.s. 22.4(5) of the Board's Rules and Regulations prior to any disconnection of service.

**2.5.5.7** The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of, or up to, suspension or discontinuance.

**2.5.5.8** Upon the Company's discontinuance of service to the Customer under Section 2.5.4.1 or 2.5.4.2 all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.

## **2.6 Allowance for Interruptions of Service**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption is whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company, except otherwise specified in the Company's tariffs.

**2.6.1 Credit Allowances.**

- 2.6.1.1** Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company or ILEC.
- 2.6.1.2** Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- 2.6.1.3** For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed twenty-four (24) hours in duration will be rounded up to the next whole twenty-four (24) hours.

**2.6.2 Limitation on Allowances**

No credit allowance will be made for:

- 2.6.2.1** Interruptions due to the negligence of, or noncompliance with, the provisions of this Tariff by the Customer;
- 2.6.2.2** Interruptions due to the negligence of any person using the Company's or the ILEC's facilities with the Customer's permission;
- 2.6.2.3** Interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.4** Interruption of service during any period in which the Company or ILEC are not given full and free access to their facilities and equipment for the purposes of investigating and correcting interruptions;
- 2.6.2.5** Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.2.6** Interruption of service during any period when the Customer has released service to the Company or ILEC for maintenance

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purposes or for implementation of a Customer order for a change in service arrangements;

- 2.6.2.7** Interruption of service due to circumstances or causes beyond the control of the Company.

**2.7 Allowances for Uncompleted Calls**

Company shall give credit to customers for uncompleted toll calls for which the Company has billed Customer.

**2.8 Cancellation of Service**

**2.8.1 Cancellation of Application for Service**

- 2.8.1.1** Applications for service are not cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.

- 2.8.1.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all other charges levied against the Company that would have been chargeable to the Customer had service begun.

**2.8.2 Cancellation of Service by the Customer**

- 2.8.2.1** If a customer cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2 all costs, fees and expenses incurred in connection with:

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- A. All non-recurring charges reasonably expended by Company to establish service to Customer; plus
  - B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus
  - C. All recurring charges for the applicable notice period.

## **2.9 Transfer and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

## **2.10 Notices and Communications**

**2.10.1** The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's reminder notices or bills for service shall be mailed.

**2.10.2** The Company shall designate an address to which the Customer shall mail or deliver all notices and other communication, except that Company may designate a separate address to which the Customer shall mail payment on that bill.

**2.10.3** All notices or other communication required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered.

**2.10.4** The Company or the Customer shall advise the other party of any changes to the address designated for notices or other communications, by following the procedures for giving notice set forth herein.

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**SECTION 3 - SERVICE AREAS, SERVICE DESCRIPTION AND RATES****3.0 Exchange Service Areas & Rate Classes**

Local Exchange Services are provided, subject to availability of facilities and equipment, in areas currently served by the following ILEC: 1) Qwest

Charges for local service provided by the Company may be based, in part, on the Rate Class associated with the Customer's End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area that can be reached from each End Office.

In the event that an Incumbent LEC or the Idaho Commission reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this Tariff. Local calling areas and Rate Class assignments are equivalent to those areas and classes specified in Qwest's Idaho General Subscriber Service Tariff (GSST).

**3.1 Local Exchange Telephone Service**

The Company's Local Telephone Service provides a Customer with the ability to connect to the ILEC's switching network which enables the Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic and enhanced 911 Emergency Service (if available through the ILEC);
- Place or receive calls to toll free 8XX numbers, where available.

The Company's service cannot be used to originate calls to other telephone companies' caller-paid Information services (e.g., "900" and "976" calls).

**3.1.1 Basic Local Service**

Basic Local Service is a service that is available for access by subscribers on a full basis. Basic Local Service provides the Customer with a single, voice-grade communications channel and access to unlimited local calls, "911" and/or "E 911" calls if available in the customer's area, as well as toll free (e.g., "800" or "888") calls.

Basic Local Service does not include any long distance service or other toll services. The following types of calls and services will be blocked by the Company through the ILEC's switch: interLATA, intraLATA, interstate, and international (e.g., "1+" or "0+"), collect calls, operator-assisted calls, directory assistance, third number billed calls, or any service that may be billed to Customer's telephone number (e.g., "900" and "976" calls).

### **3.1.2 Service Area**

Where facilities are available, the Company's service area incorporates the geographic regions and exchanges currently served by Qwest.

### **3.1.3 Local Calling Area**

Exchanges and zones included in the local calling area for the Customer's exchange or zone may be found in the telephone directory published by the ILEC in the Customer's exchange area.

### **3.1.4 Optional Services**

#### **3.1.4.1 Call Waiting**

Allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.

#### **3.1.4.2 Non-Published Number**

Allows the Customer to keep his local phone number out of the phone book.

#### **3.1.4.3 Caller ID**

Caller ID is an optional feature that allows the subscriber to see the telephone number of an incoming call displayed on the customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID service works only on calls that originate and terminate in central offices that are equipped and have SS7 connectivity. Caller ID is available to

customers by monthly subscription only that provides unlimited use of this service. The Caller ID box is not included in the rate for the monthly service fee.

The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-published telephone numbers.

Telephone numbers that will not be displayed to the Caller ID subscriber are: (1) calls from customers who use Per-Call Blocking or Per-Line Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When a Caller ID subscriber receives these types of calls, their display unit will notify them that the calling telephone number is unavailable.

### 3.2 Basic Local Service Rates and Charges

A Basic Local Service Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

#### 3.2.1 Recurring Charges

Monthly Service Charge	\$49.99
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#### 3.2.2 Optional Features

	<u>Monthly</u>	<u>One-time Activation Fee</u>
Caller ID	\$5.95	\$12.95
Call Waiting	\$5.00	\$12.95
Unpublished Number	\$4.00	\$12.95

#### 3.2.3 Charge Per Use Features

The Company makes every effort to block charge per use features. However, sometimes the customer makes charge per use features notwithstanding the Company's efforts. If the Customer uses a charge per use feature the Customer will be charged as follows:

- A. Directory Assistance (DA) \$1.00 per use with no cap.

- B. National Directory Assistance (NDA) \$1.00 per use with no cap.
- C. Last Call Return (LCR) \$1.00 per use with a cap at eight per month.
- D. Continuous Redial (CR) \$1.00 per use with no cap.
- E. I Called Messaging (Icall) \$1.00 per use with no cap.
- F. 3-Way Calling (3-Way) \$1.00 per use with no cap.
- G. Long Distance is blocked and the Customer agrees not to charge any long distance calls to the telephone. If a long distance call is made or if a collect call is accepted the end user will be responsible for those charges as well as the applicable tax. This includes calls from Correctional Facilities.
- H. Call trace \$2.00 per call.

#### **3.2.4 Other Fees and Charges**

- A. Credit/Debit Card Processing Fee - Customers paying their monthly phone payment with a credit or debit card may be charged a processing fee of \$2.50 per transaction.
- B. Late Payment Fee - Customers prepay for their telephone service. The customer will be assigned a due date that is based on their actual activation date. The customer's payment must arrive on or before the due date. Late payments will result in a \$5.00 late fee.
- C. Move Fee - Customers requesting to move their telephone service to a new service address will be charged a \$15.00 move fee.
- D. Change Fee - Customers wishing to make changes to their telephone number or listing will be charged a \$10.00 change fee.

### 3.3 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

**3.3.1** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the Listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

**3.3.2** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, a listing which contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name for advertising purposes or to secure a preferential position in the directory, or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

**3.3.3** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

**3.3.4** Directory listings are provided in connection with each Customer's service as specified herein.

#### 3.3.5 Non-Recurring Charges

Non-Recurring Charges associated with Directory Listings are as follows:

##### **Non-recurring**

Primary Listing (one number)	None
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#### 3.3.6 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

##### **Monthly**

Primary Listing (one number)	None
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**3.4 Emergency Services (Enhanced 911)**

Allows Customers to reach appropriate emergency services, including police, fire, and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answer Point (PSAP).

**3.5 Promotional Offerings****3.5.1 Referral Credit**

The Company will give a \$5.00 credit on the monthly service bill of any customer who refers a new customer that establishes and pays for telephone service with the Company for a minimum period of two months. The customer who refers a new customer or the customer who is referred must ask for the referral prior to telephone service being instituted.

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings that are made. Promotional offerings are subject to the approval of the Board.

**3.6 Idaho Telecommunications Service Assistance Program (ITSAP)**

The Company will participate in any jointly sponsored telephone assistance programs.

**3.7 Idaho USF Surcharges**

A surcharge rate established by the Commission to contribute towards funding for an Idaho Universal Service Fund will be assessed to each residential line.

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**SECTION 4 - CUSTOMER SERVICE**

Customer service is available Monday through Friday from 9:00 a.m. to 6:00 p.m., and on Saturday from 11:00 a.m. to 2:00 p.m. (Mountain Time) by calling Company's toll-free number at 1-888-822-1403.