

TTL-T-09-01

**TANAGER TELECOMMUNICATIONS, LLC**

**ILLUSTRATIVE TARIFF**

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IDAHO PUBLIC  
UTILITIES COMMISSION

**Tanager Telecommunications, L.L.C.**  
P.O. Box 1012, 50 SE Cascade Ave  
Stevenson, WA 98648  
Ph. (509) 427-4865 or 1-888-427-4865

Idaho Local Exchange Tariff No. 1  
Original Sheet No. 1

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**LOCAL EXCHANGE SERVICE**  
**REGULATIONS, RULES AND PRICE LIST SCHEDULES**  
**OF**  
**INTRASTATE CHARGES**  
**FOR**  
**TANAGER TELECOMMUNICATIONS, L.L.C.**

This tariff contains the description, regulations, and rates applicable to the furnishing of non-facilities based resold local exchange telecommunications services by TANAGER TELECOMMUNICATIONS, L.L.C. with principal offices at P.O. Box 857, Stevenson, WA 98648. This tariff is on file with the Idaho Public Utilities Commission, and copies may be inspected during normal business hours at

472 W Washington 83702  
Boise, ID 83720-0074

Copies may also be inspected during regular business hours at the Company's place of business at the address indicated at the top of each Sheet of this tariff. The Company's customer contact is Tammy Branom, Ph. (509) 427-4865 or 1-888-427-4865; fax (509) 427-4828.

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By:    Brian Adams, Manager  
      Tanager Telecommunications, L.L.C.

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Idaho Local Exchange Tariff No. 1  
Original Sheet No. 2

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### CHECK SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original		
11	Original		
12	Original		
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### **APPLICABILITY**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange services by TANAGER TELECOMMUNICATIONS, L.L.C. to customers within the local exchange service area defined herein.

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### SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To signify a changed condition or regulation
- D - To signify deleted material
- I - To signify a change in rate or charge resulting in an increase in a customers bill
- M - To signify material that has been transferred from another sheet or place in the tariff
- N - To signify new material
- R - To signify a change in rate or charge resulting in a rate reduction
- T - To signify change in text for clarification
- Z - To signify a correction

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### TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right 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 Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.

Example:       2.  
                  2.1.  
                  2.1.1.  
                  2.1.1.A.1  
                  2.1.1.A.1.(a)

- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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**SECTION 1 - DEFINITIONS**

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Call Waiting** - Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch-hook or hanging up the telephone and being rung back by the caller.

**Caller ID** - Provides the User with the calling party's name and telephone number. This information will be displayed only if the User provides the appropriate hardware. Such hardware is not available from the Company.

**Carrier or Company** - Whenever used in this tariff, "Carrier," or "Company" refers to TANAGER TELECOMMUNICATIONS, L.L.C., unless otherwise specified or clearly indicated by the context.

**Customer** - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Commission**- Idaho Public Utilities Commission.

**DID Terminations** - Direct Inward Dialing Terminations; a block of telephone numbers for calling into a company's private branch exchange (PBX) system. Using DID, a company can offer its customers individual phone numbers for each person or workstation within the company without requiring a physical line into the PBX for each possible connection.

**DS 1 Transport /Termination Charge** - charges for transporting and installing the DIDs from the customer location to the central office or switch .

**ILEC** - The underlying incumbent Local Exchange Carrier.

**Local Access and Transport Area (LATA)** - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

**Local Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

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**SECTION 1 - DEFINITIONS (contd.)**

**Monthly Charges** - The monthly charges to the Customer for services which continue for the agreed-upon duration of the service.

**Nonpublished Listing** - A directory listing which is not printed in a directory nor available from directory assistance.

**PRI - Primary Rate Interface** - The Primary Rate Interface consists of 23 B-channels and one 64 Kpbs D-channel. The Primary Rate Interface channels are carried on a TDM-carrier system line. PRI enables one physical line to provide 23 DID's and 24 DID's for each additional PRI installed at the same location.

**PBX -- Private Branch Exchange** is a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines. The main purpose of a PBX is to save the cost of requiring a line for each user to the telephone company's central office.

**Reconnection Fee** - A charge to re-establish previous Customer's account.

**Resold Local Exchange Service** - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

**Services** - The Company's telecommunications services offered to the customer.

**Transport** - the distance (in airmiles) between the applicable central office and the end user's premises

**Three-way Calling** - The User can sequentially call two other people and add them together to make up a three-way call.

**Two Way Trunks** - The trunks allow DID's to connect to the customer PDX; the two way feature enables calls to be sent inbound and outbound.

**UNE** - Unbundled Network Element

**User** - A Customer or any other person authorized by the Customer to use service provided under this tariff.

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## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish communications service on a UNE or resale basis in connection with one-way and/or two-way information transmission between points within Idaho under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for services provided herein, and it assumes no responsibility for any service provided by any other entity.

The services, terms, and conditions of this tariff are subject to the jurisdiction of the Idaho Public Utilities Commission. Service is provided under the appropriate rules and regulations of the Commission in effect, and as amended from time to time.

#### 2.1.2 Limitations

- 2.1.2.1 Service is offered subject to the availability of the necessary ILEC facilities, and subject to the provisions of this tariff.

- 2.1.2.2 The Company reserves the right to discontinue or limit the use of service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law. \*

\* Customer will be provided with written notice stating the reason for discontinuance within a reasonable time after service has been discontinued.

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**SECTION 2 - REGULATIONS, CONT.**

**2.1.3 Undertaking of the Company (cont.)**

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one- month, and shall continue until disconnected by the Customer or Company under the terms of this tariff. Unless otherwise specified herein, for the purposes of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written service order 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 in this tariff.
- 2.1.3.3 This tariff shall be interpreted and governed by the laws of the State of Idaho without regard for the State's choice of laws provision.
- 2.1.3.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.5 The Customer has not property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such number, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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**SECTION 2 - REGULATIONS, CONT.**

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, omission, 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. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2 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 claim or suit, by a Customer or by any 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 provision of Section 2.6, the Company's liability, if any shall be limited as provided herein.
- 2.1.4.3 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: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action or request of the United States government or of 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 of any military authority; preemption of existing service in compliance with national emergencies; riots, wars; unavailability of rights-of-way or materials, or strikes, lockouts, work-stoppages, or other labor difficulties.

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**SECTION 2 - REGULATIONS, CONT.**

2.1.4 Liability of the Company (contd.)

2.1.4.4 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 omissions of other common carriers or their employees or agents.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, 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 to such installations.

2.1.4.7 The Company shall not be liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other entities shall be deemed to be agents or employees of the Company.

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**SECTION 2 - REGULATIONS, CONT.**

2.1.4 Liability of the Company (contd.)

2.1.4.8 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 libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service, and
- (b) Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, and
- (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.

2.1.4.9 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 proceedings against the Company shall be commenced more than one year after the service is rendered.

2.1.4.10 The Company makes no warranties or representations, expressed or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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**SECTION 2 - REGULATIONS, CONT.**

**2.1.4 Liability of the Company (contd.)**

- 2.1.4.11 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, facilities 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.
- 2.1.4.12 The Company does not guarantee or make any warranty with respect to service installations at locations of which there is present atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or 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, presence, condition, locations or use of service furnished by the Company at such locations.
- 2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the Station, terminal equipment or communications system of the Customer, or any third-party acting as its agent, to the ILEC's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall insure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the ILEC's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of

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**SECTION 2 - REGULATIONS, CONT.**

2.1.4 Liability of the Company (contd.)

the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company or ILEC equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm to Company or ILEC equipment, personnel, or the quality of service to other Customers, the Company may require the use of protective equipment at the Customer's expense or terminate the Customer's service without liability.

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 for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any 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 equipment and facilities furnishing this service.



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**SECTION 2 - REGULATIONS, CONT.**

2.1.4 Liability of the Company (contd.)

- (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 enhanced 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 used by the party or parties accessing enhanced 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 employees or agents of any one of them.

- 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service. 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 nonpublished listing, as described in Section 3.4.2.2, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. 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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**SECTION 2 - REGULATIONS, CONT.**

2.1.4 Liability of the Company (contd.)

2.1.4.17 When a Customer with a nonpublished listing as defined herein, 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.

2.1.4.18 The above tariff language (and any and all language which appears in this tariff addressing liability of Company or its customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect, and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause(s).

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, Company or ILEC equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but 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, such as outage resulting from cable damage, 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.

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- 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 otherwise interfere with any of the facilities provided by the ILEC or the Company.
- 2.1.6.3 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 premises 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.
- 2.1.6.4 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.

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**SECTION 2 - REGULATIONS, CONT.**

2.1.7 Ownership of Facilities

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

2.2 Prohibited Uses

The services of the Company 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.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) The payment of all applicable charges pursuant to this tariff;
- (b) Reimbursing the Company for damage to, or loss of, the Company's or 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 recovery of damages to the extent of such payment;
- (c) 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;
- (d) Any costs associated with altering the structure to permit installation of the ILEC-provided facilities. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service;

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**SECTION 2 - REGULATIONS, CONT.**

2.3.2 Claims (continued)

- (e) Granting or obtaining permission for ILEC or Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing Company or ILEC facilities or equipment;
- (f) Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's or ILEC's equipment or facilities.

2.3.2 Claims

2.3.2.1 With respect to any service provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees 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 the 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, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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## SECTION 2 - REGULATIONS, CONT.

### 2.3.2 Claims (continued)

2.3.2.2 Any disputes or controversies arising out of the subject matter of this tariff, where the Customer or Customers claim damages individually or in the aggregate in excess of \$3,000.00, shall be decided by arbitration. The parties shall select a mutually agreeable arbitrator or, if one cannot be mutually agreed upon, then the party with the claim may request the local court in the county in which the claimant resides to appoint an arbitrator in accordance with local law. The decision of the arbitrator will be final.

### 2.4 Payment Arrangements

#### 2.4.1 Payment for Service

The Customer is responsible for payment of all charges for service provided by the Company to the 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.

##### 2.4.1.1 Taxes

Federal, state and any local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

##### 2.4.1.2 Federal Access Charge

The end user common line charge imposed by order of the FCC is listed as a separate line item and is not included in the quoted rates.

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**SECTION 2 - REGULATIONS, CONT.**

2.4.2 Collection of Charges

2.4.2.1 All payments for service shall be paid by the due date set forth on the customer invoice. Payment will be considered past due if not paid within ten (10) days of the due date. The Company mails statements to each customer during every billing cycle indicating the due date and the amount that is due. If payment is not received by the due date, a late payment penalty will be imposed. The late payment penalty shall be that portion of the payment not received by the due date minus any charges billed as local taxes multiplied by 1.5%.

2.4.2.2 Customers may pay for service by check, credit card, or Automated Clearing House (ACH)

2.4.2.3 Company will bill Customer a one-time charge of \$15.00 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.

2.4.3 Disputed Charges

The customer may dispute any invoice within 6 months of the date of its issuance. Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll free telephone number: 1-888-427-4865.

Any unresolved disputes may be directed to the attention of the Idaho Public Utilities Commission at:

P O Box 83720  
Boise, ID 83720-0074  
Street Address:  
472 W Washington 83702

or by calling (208) 334-0300.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

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By:    Brian Adams, Manager  
      Tanager Telecommunications, L.L.C.

