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## APPLICATION FOR CERTIFICATION

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## New I. Proposed Services

BG Enterprises, Inc. (d/b/a Grizzly Telephone) is a Competitive Local Exchange Carrier (CLEC) that wishes to resell telecommunication services in the State of Idaho. The company provides only basic local telephone service. It is not a long distance carrier. Grizzly is non-facility based and has no plans to build facilities in the future. Grizzly appeals to individuals and businesses with challenged credit history and serves its customers by providing basic telephone services without requiring a deposit. The company has been providing service to customers in Idaho since 2000, pursuant to an interconnection agreement with Qwest. Grizzly is the operating name BG Enterprises, Inc., a Montana Corporation.

## II. Form of Business

1. BG Enterprises, Inc., d/b/a Grizzly Telephone, is a Montana Corporation. The company is located at 2437 South Avenue West, Missoula, Montana 59801.

## c. If the applicant is a corporation,

(1) The company provides only basic local telephone service. It is not a long distance carrier.

(2) The company is a Montana corporation.

(3) National Registered Agents, Inc., 1423 Tyrell Lane, Boise, ID 83706

(4) See attached Exhibit "A" a certified copy of Grizzly's articles of incorporation.

(5) See Attached Exhibit "B", a certificate of existence issued by the Idaho Secretary of State of Idaho, and certificate of good standing issued by the Montana Secretary of State's Office

(6) Name and address of registered agent for service in Idaho:  
National Registered Agents, Inc., 1423 Tyrell Lane, Boise, ID 83706

2. If a corporation, the names and addresses of the ten common stockholders of applicant owning the greatest number of shares of common stock and the number of such shares owned by each, as follows:

*****	Linda Gordon 1632 Pittman Drive Missoula, Montana 59803	Shares Owned 5000	Percentage of All Shares Issued and Outstanding 100%	Percentage of Voting Control 100%
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3. Names and addresses of the officers and directors of applicant: Linda Gordon, 2437 South Avenue West, Missoula, Montana 59801.

4. Name and address of any corporation, association, or similar organization holding a 5% or greater ownership or a management interest in the applicant. As to ownership, the amount and character of the interest must be indicated. A copy of any management agreement must be attached: N/A

5. Names and addresses of subsidiaries owned or controlled by applicant: None

### III. Telecommunication Service

1. The date on which applicant proposes to begin construction or anticipates it will begin to provide service:

The company has provided service to Idaho customers since 2000.

2. A written description of customer classes and customer service[s] that the applicant proposes to offer to the public:

Grizzly provides POTS (Plain Old Telephone Service) on a resold basis through local exchange carriers.

### IV. Service Territory

1. A description sufficient for determining whether service is to be offered in a particular location; and the names of all incumbent local exchange corporations with whom the proposed utility is likely to compete.

Grizzly serves in areas serviced by Qwest and Verizon.

2. Written description of the intended manner of service, for example, resold services or facilities based. A general description of the property owned or controlled by applicant:

Grizzly resells services. It is non-facility based. It owns no property in Idaho.

3. A statement describing with whom the applicant is likely to compete:

Grizzly may compete with other CLECs and ILECs doing business in Idaho.

4. A description of the property owned by the applicant clarifies the applicant's proposed services and operation:

None Owned

#### V. Financial Information

1. Current detailed balance sheets, including a detailed income and profit and loss statements of applicant reflecting current and prior year balances for the twelve months ended as of the date of the balance sheet, or if not readily available, for the period since the close of the preceding calendar year.

See Attached.

2. If a balance sheet and income statement are not available, the applicant must submit financial data sufficient to establish that it possesses adequate financial resources to provide the proposed services.

#### VI. "Illustrative" Tariff Filings

Proposed initial tariff and price sheets setting forth rates, rules, terms, and regulations applicable to the contemplated Amended Price List: Effective: 01/02/2004

1. Basic telephone service is \$49.99. This price includes:  
Federal Excise Tax @ .66 per access line  
Federal Access Charge: @\$6.50 per access line  
Idaho Telephone Assistance Program: @.12 per access line
2. No Deposit.
3. No Installation charge.
4. Special features:

A. Caller ID

- 1) One time installation fee of \$12.95 per access line
- 2) Monthly rate of \$5.95 per access line

B. Call waiting

- 1) One time installation fee of \$12.95 per access line
- 2) Monthly rate of \$5.00 per access line

C. Non-published telephone number

- 1) One time installation fee of \$12.95 per access line
- 2) Monthly rate of \$4.00 per access line

5. Charge per use features:

Grizzly Telephone makes every effort to block charge per use features. If we receive charges from Qwest for a charge per use feature that was used by the end user, the end user will be charged at the following rates:

- A. Directory Assistance (DA) is \$1.50 per use with no cap.
- B. National Directory Assistance (NDA) is \$1.00 per use with no cap.
- C. Last Call Return (LCR) is \$1.00 per use with a cap at eight (8).
- D. Continuous Redial (CR) is \$1.00 per use with a cap at eight (8).
- E. I Called Messaging (Icall) is \$1.00 per use with no cap.
- F. 3-Way Calling (3-Way) is \$1.00 per use with no cap.

G. Long distance is blocked. 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 Correction Facilities.

- H. Call trace charge is \$2.00 per call.

6. Customers will be assigned a due date that is based on their actual turn on date. Customers paying their monthly phone payments five (5) days after their due date will be charged a \$5.00 late fee.

7. Customers requesting to move their telephone service to a new service address will be charged a \$15.00 move fee.

8. Customers wishing to make changes to their telephone number or listing will be charged a \$10.00 change fee.

9. Prices effective September 1, 2002. Customers notified of new price list by mail.

VII. Customer contacts

1. Contact information for the Applicant.

a) The name, address, and telephone number and electronic mailing addresses (if available) of the person(s) responsible for consumer inquiries and complaints from the public.:

Linda Gordon, 2347 South Avenue West, Missoula, Montana 59801, 406-721-6209

[lindag@grizzlyphone.com](mailto:lindag@grizzlyphone.com);

b) A toll-free number for customer inquiries and complaints.

888-406-6209

c) The name, number and electronic mailing addresses (if available) of the person(s) designated as a contact for the Commission Staff for resolving complaints, inquiries and matters concerning rates and price lists or tariffs.

Thomas C. Orr, Esq., P.O. Box 8096, Missoula, Montana 59807, 406-543-1112/

#### VIII. Interconnection Agreements

1. Statements of whether the applicant has initiated interconnection negotiations and, if so, when and with whom.

Grizzly has an interconnection agreement with Qwest and Verizon. Grizzly Telephone has been operating under this interconnection agreement since January of 2000.

#### IX. Compliance with Commission Rules

A written statement that the applicant has reviewed all of the Commission rules and agrees to comply with them, or a request for waiver of those rules believed to be inapplicable.

Grizzly has reviewed all Commission Rules and will comply.

#### X. Escrow Account or Security Bond

1. If a company requires advance deposits by its customers, the company must submit a signed copy of an escrow account with a bonded escrow agent or a security bond. The escrow or bond shall be sufficient to meet customer deposit refunds in case of company default.

Grizzly does not require customers to make a deposit.

2. At the Commission's discretion, an additional deposit may be required to keep customers whole in case of company default.

N/A

3. The Commission will review the individual requirement of establishing an escrow or security account by the Company upon good showing by the Company for a period of two years.

N/A

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**CHECK SHEET**

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets, as named below, comprise all changes from the original Tariff that are currently in effect as of the date on the bottom of this sheet.

<b><u>SHEET</u></b>	<b><u>NUMBER OF REVISION</u></b> (Except as Noted)	<b><u>EFFECTIVE</u></b> <b><u>DATE</u></b>
1	Original	March 10, 2004
2	Original	March 10, 2004
3	Original	March 10, 2004
4	Original	March 10, 2004
5	Original	March 10, 2004
6	Original	March 10, 2004
7	Original	March 10, 2004
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18	Original	March 10, 2004
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26	Original	March 10, 2004
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29	Original	March 10, 2004

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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 BG Enterprises, Inc. dba Grizzly Telephone, (hereinafter "Company") with principal offices at 2347 South Avenue West, Missoula, Montana 59801. This tariff applies to services furnished in the State of Idaho. This Tariff is on file with the Idaho Public Utilities, and copies can be inspected, during normal business hours, at Company's principal place of business.

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**Issued By:** Linda Gordon, President  
2347 South Ave W.  
**Issue Date:** March 8, 2004 Missoula, MT 59801

**Effective Date:** March 10, 2004

**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.

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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, the 4th revised in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. 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)
- 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**

Certain terms used generally throughout this tariff are defined below.

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

Commission: Idaho Public Utilities Commission, unless context indicates otherwise.

Class of Service (COS): Used to prevent a station from dialing certain codes and numbers.

Company: BG Enterprises, Inc., dba Grizzly Telephone, a Montana Corporation, which is the issuer of this Tariff.

Customer: The person or entity which orders services from the Company, purchases a prepaid calling card from the Company, or prepays the Company for use of its services: and who is responsible for the payment of charges and for compliance with the Company tariff regulations.

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

Incumbent Local Exchange Carrier (ILEC): Local exchange carriers that are providing Telephone Exchange Service in an area on the date of the enactment of the Telecommunications Act of 1996 and that are deemed to be members of the exchange carrier association.

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

LATA: A local access and transport 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 communications services.

Local Calling: A completed call or telephone communication between a calling station and any other station within the local service area of the calling station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

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.

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

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Reminder Notice: The notification given to the Customer prior to the expiration of the current Prepaid period.

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 or this Tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and Acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Service(s): The Company's local telecommunications service(s) offered to the Customer under this Tariff.

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.

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 and Verizon.

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.

#### **2.1.2 Shortage of Equipment or Facilities**

The Company has the right to limit or to 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 the 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 at least one month, and shall continue to be provided until Customer fails to prepay for the subsequent month pursuant to the Company's Reminder Notice. 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 this tariff shall be based on calendar days. Should the Payment Due Date fall on a Sunday or a Federal holiday; the Customer will be permitted to make Payment on the next regular business day.

## **2.1 Undertaking of the Company (Cont'd)**

### **2.1.3 Terms and Conditions (Cont'd)**

- 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 that by their nature extend beyond the termination of the term of the Agreement and this tariff prior to termination. The rights and obligations that by their Nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.3.4** This tariff shall be interpreted and governed by the laws of the State of Idaho without regard for the State's choice of law provisions.
- 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 interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the 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 Undertaking of the Company (Cont'd)**

### **2.1.4 Liability of the Company (Cont'd)**

- 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 is 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: acts of God, fire, flood explosion or other catastrophes; and law and 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, federal, state, or local governments or of any military authority, preemption of existing unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties
- 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 omissions of other common carriers or warehousemen.
- 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, 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,



## **2.1 Undertaking of the Company (Cont'd)**

### **2.1.4.7 Liability of the Company (Cont'd)**

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 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 or 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 agents or employees. No agents or employees of other participating carriers 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 wider 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, 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, 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.

**2.1.4.10** 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 Undertaking of the Company (Cont'd)

**2.1.4.11 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED. INCLUDING WARRANTIES OF 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 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 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, 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 used by the party or parties accessing Emergency 911 Service, and which arise out of the negligence or other wrongful act of the Customer.

**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 the 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

## **2.1 Undertaking of the Company (Cont'd)**

### **2.1.4.15 Liability of the Company (Cont'd)**

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 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.

**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.

**2.1.4.18** The included tariff language does not constitute a determination by the Commission that a limitation 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 consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

### **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 routing preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period 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

## **2.1 Undertaking of the Company (Cont'd)**

### **2.1.6.1 Provision of Equipment and Facilities (Cont'd)**

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 otherwise interfere with any of the facilities provided by the ILEC or the Company

### **2.1.7 Customer Equipment and Channels**

- 2.1.7.1** 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

### **2.1.8 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 purposes 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**

The Customer shall be responsible for:

**A. Placing orders for service.**

When placing an order for service. Customer must provide:

1. the name(s) and 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. The 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;**

**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**

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**Issued By:**

**Linda Gordon, President**  
2347 South Ave W.  
Missoula, MT 59801

**Issue Date: March 8, 2004**

**Effective Date: March 10, 2004**

## **2.3 Obligations of the Customer (Cont'd)**

### **2.3.1E General (Cont'd)**

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 may 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 a 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

## **2.3 Obligations of the Customer (Cont'd)**

### **2.3.2 Claims (Cont'd)**

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.

**2.5.1.3** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

**2.5.1.4** 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.

### **2.5.2 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 Customer Equipment and Channels (Cont'd)**

### **2.4.2 Inspections (Cont'd)**

**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 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 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 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 Payment Arrangements (Cont'd)**

### **2.5.2 Billing and Collection Charges (Cont'd)**

- 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, 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 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, 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**

The Customer shall notify the Company of any disputed items on a bill within 30 days. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Idaho Utilities Commission in accordance with the Commission's rules of procedure.

## **2.5 Payment Arrangements (Cont'd)**

**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.

### **2.5.5 Discontinuation of Service**

Customer's service may be discontinued without the Company incurring 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 Commission 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 or rights of way specified to be furnished in the utility's rules filed with the Commission 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 services(s); or

## **2.5 Payment Arrangements (Cont'd)**

### **2.5.5 Discontinuation of Service (Cont'd)**

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, with, or making connections to the Company's service 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 the Commission'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 Allowances for Interruption 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 whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company except as otherwise specified in the Company's tariffs.

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Issued By:

Linda Gordon, President  
2347 South Ave W.  
Missoula, MT 59801

Issue Date: March 8, 2004

Effective Date: March 10, 2004

## **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 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 24 hours in duration will be rounded up to the next whole 24 hours.

## **2.6.2 Limitations on Allowances**

No credit 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** Interruptions of service during any period in which the Company or ILEC are not given full and free access to its facilities and equipment for the purpose 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 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.

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**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:

- A. All non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- B. Any disconnection, early cancellation or termination charges reasonable 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 or 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 Company shall mail or deliver all notices and other communications, 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 communications 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.

## **Section 3.0 – SERVICE AREAS**

### **3.1 Exchange Service Areas**

Local Exchange Services are provided, subject to availability of facilities and equipment, in areas currently served by the following ILEC: 1) Qwest, 2) Verizon.

## **SECTION 4 - SERVICE DESCRIPTION AND RATES**

### **4.1 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).

#### **4.1 Local Exchange Telephone Service (Cont'd)**

##### **4.1.1 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+" of "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).

##### **4.1.2 Service Area**

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

##### **4.1.3 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.

##### **4.1.4 Optional Services**

###### **4.1.4.1 Call Waiting**

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

###### **4.1.4.2 Non-Published Number**

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

#### 4.1 Local Exchange Telephone Service (Cont'd)

##### 4.1.4 Optional Services (Cont'd)

##### 4.1.4.3 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 number 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.

#### 4.2 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.

##### 4.2.1 Recurring Charges

Monthly Service Charge      \$49.99

##### 4.2.2 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

##### 4.2.3 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:



## 4.2 Local Exchange Telephone Service (Cont'd)

### 4.2.3 Charge Per Use Features (Cont'd)

- A. Directory Assistance (DA) \$1.50 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 call from Correctional Facilities.
- H. Call trace \$2.00 per call.

### 4.2.4 Other Fees and Charges

- A. 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.
- B. Move Fee-Customers requesting to move their telephone service to a new service address will be charged a \$15.00 move fee.
- C. Change Fee-Customers wishing to make changes to their telephone number or listing will be charged a \$10.00 change fee.

## 4.3 Directory Listings

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

- 4.3.1 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

#### 4.3 Directory Listings (Cont'd)

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.

4.3.2 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 used 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.

4.3.3 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.

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

##### 4.3.5 Non-Recurring Charges

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

##### Non-recurring

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

Monthly Recurring Charges associated with Directory Listings are as follows:

##### Monthly

Primary Listing (one number)	None
------------------------------	------

#### 4.4 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).

#### 4.5 Promotional Offerings

**4.5.1 Referral Credit**

The Company will give a \$5 credit on the monthly service bill of any customer who refers a new customer that establishes and pays for telephone service with the Company. 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 other promotional offerings of its services that 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 Commission.

02/03/04

**BG Enterprises Inc**  
**Profit & Loss--Accrual**  
**January 1, 2003 through February 4, 2004**

	<u>Jan 1, '03 - Feb 4, 04</u>
<b>Ordinary Income/Expense</b>	
Income	
Credit card fee income	3,527.50
Reserves Income From CC	913.11
Sales	1,210,310.02
Sales-Washington	64,423.24
Services	552.83
Uncategorized Income	2,960.08
<b>Total Income</b>	<u>1,282,686.78</u>
Expense	
Advertising	33,644.94
Amortization Expense	52.80
Bank Service Charges	1,315.94
Charge Backs	49.99
Cleaning	8,660.12
Collections	1.69
Contracts	26,385.84
Discount Digital Credit Card	7,265.25
Donations	6,313.10
Equipment Rental	1,960.20
Fees	18,287.50
Insurance	8,679.16
Leased Equipment	199.80
Licenses and Permits	546.19
Miscellaneous	30,039.28
Office Supplies	18,661.24
OR OUS Fund	6,678.21
Other Tax, Montana State Fund	243.24
Out of Town Expenses	191.26
Payroll	225,000.48
PFG INC Credit Card	85,241.96
Postage and Delivery	10,634.73
Printing and Reproduction	4,403.04
Professional Fees	4,674.83
Refunds	2,662.94
Rent	48,529.00
Repairs	12,876.91
Supplies	8,391.35
Taxes	19,916.01
Telephone	548,522.46
Travel & Ent	122.00
Uncategorized Expenses	0.00
Utilities	266.00
Vehicle Expenses	2,309.54
<b>Total Expense</b>	<u>1,142,727.00</u>
<b>Net Ordinary Income</b>	139,959.78
<b>Other Income/Expense</b>	
Other Expense	
Other Expenses	149.99
<b>Total Other Expense</b>	<u>149.99</u>
<b>Net Other Income</b>	<u>-149.99</u>
<b>Net Income</b>	<u><u>139,809.79</u></u>

02/03/04

**BG Enterprises Inc**  
**Profit & Loss--cash**  
**January 1, 2002 through February 4, 2004**

	<u>Jan 1, '02 - Feb 4, 04</u>
<b>Ordinary Income/Expense</b>	
Income	
Credit card fee income	3,651.22
Loan- old	0.00
Rent To Own Sales	7,993.03
Reserves Income From CC	12,672.98
Sales	2,181,345.53
Sales-Washington	53,192.54
Services	512.89
Uncategorized Income	2,960.08
<b>Total Income</b>	<u>2,262,328.27</u>
Expense	
Advertising	76,268.36
Amortization Expense	52.80
Bank Service Charges	1,847.69
Charge Backs	49.99
Cleaning	11,960.12
Collections	1.69
Contracts	60,251.88
Discount Digital Credit Card	7,265.25
Donations	8,673.10
Equipment Rental	3,635.82
Fees	30,085.19
Insurance	14,041.33
Lease Address	599.40
Leased Equipment	1,728.15
Licenses and Permits	2,234.15
Miscellaneous	23,720.89
Office Supplies	21,059.40
OR OUS Fund	6,678.21
Oregon Excise Tax	5,032.38
Other Tax, Montana State Fund	243.24
Out of Town Expenses	191.26
Payroll	385,484.53
PFG INC Credit Card	143,178.33
Postage and Delivery	18,326.59
Printing and Reproduction	4,660.40
Professional Fees	8,683.41
Refunds	7,690.91
Rent	74,388.25
Repairs	25,293.20
Supplies	34,882.54
Taxes	53,644.34
Telephone	1,044,592.27
Travel & Ent	1,060.92
Uncategorized Expenses	0.00
Utilities	266.00
Vehicle Expenses	34,560.33
<b>Total Expense</b>	<u>2,112,332.32</u>
<b>Net Ordinary Income</b>	149,995.95
<b>Other Income/Expense</b>	
Other Expense	
Other Expenses	149.99
<b>Total Other Expense</b>	<u>149.99</u>
<b>Net Other Income</b>	<u>-149.99</u>
<b>Net Income</b>	<u><u>149,845.96</u></u>

02/03/04

**BG Enterprises Inc**  
**Balance Sheet-Accrual**  
**As of February 4, 2004**

	Feb 4, 04
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
BG Enterprises-Community	9,235.72
Eagle RTO-Community Bank	2,800.13
Grizzly Telephone-Community	11,412.00
Total Checking/Savings	23,447.85
Accounts Receivable	
Accounts Receivable	92,032.02
Total Accounts Receivable	92,032.02
Other Current Assets	
Undeposited Funds	4,333.54
Total Other Current Assets	4,333.54
Total Current Assets	119,813.41
Fixed Assets	
Fixed Assets	2,000.00
Total Fixed Assets	2,000.00
Other Assets	
New Equipment	5,681.16
Total Other Assets	5,681.16
<b>TOTAL ASSETS</b>	<b>127,494.57</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Ben's loan	-500.00
Payroll Liabilities	148.69
Total Other Current Liabilities	-351.31
Total Current Liabilities	-351.31
Total Liabilities	-351.31
Equity	
Dividend	-175,154.65
Money Market	-20,000.00
Opening Bal Equity	43,964.38
Retained Earnings	332,104.23
Transfer Funds	
Credit Card/Transfer frm BG	-72,733.93
Transfer Funds - Other	16,011.37
Total Transfer Funds	-56,722.56
Net Income	3,654.48
Total Equity	127,845.88
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>127,494.57</b>

# State of Idaho

Office of the Secretary of State

**CERTIFICATE OF EXISTENCE  
OF  
BG ENTERPRISES, INC.**

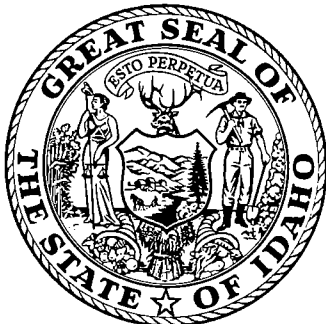
File Number C 132240

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the corporation records of this State.

I FURTHER CERTIFY That the record of this office show that the above-named corporation was incorporated under the laws of MONTANA and filed for authorization to transact business in Idaho on 24 January 2000.

I FURTHER CERTIFY That the corporation is in goodstanding on the records of this office.

Dated: 3 February 2004



*Ben Yursa*

SECRETARY OF STATE

By *Cynthia Lee*

227



# CERTIFICATE OF ASSUMED BUSINESS NAME

(Please type or print legibly. See instructions on reverse.)

To the SECRETARY OF STATE, STATE OF IDAHO

Pursuant to Section 53-504, Idaho Code, the undersigned gives notice of adoption of an Assumed Business Name.

1. The assumed business name which the undersigned use(s) in the transaction of business is:

Grizzly Telephone

2. The true name(s) and business address(es) of the entity or individual(s) doing business under the assumed business name is/are:

BB Enterprises Inc. 2347 So Ave W. Missoula, MT 59801  
C 126532

3. The general type of business transacted under the assumed business name is:  
 (mark only those that apply)

<input type="checkbox"/> Retail Trade	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Transportation and Public Utilities
<input type="checkbox"/> Wholesale Trade	<input type="checkbox"/> Agriculture	<input type="checkbox"/> Finance, Insurance, and Real Estate
<input checked="" type="checkbox"/> Services	<input type="checkbox"/> Construction	<input type="checkbox"/> Mining

4. The name and address to which future correspondence should be addressed: Phone number (optional): 406-721-6209

BB Enterprises Inc  
P.O. Box 3508  
Missoula, MT 59806

5. Name and address for this acknowledgment copy is (if other than # 4 above):

Submit Certificate of  
 Assumed Business  
 Name and \$20.00 fee to:

Secretary of State  
 700 West Jefferson  
 Basement West  
 PO Box 83720  
 Boise ID 83720-0080  
 208 334-2301

Signature: Linda Gordon

Printed Name: Linda Gordon

Capacity: \_\_\_\_\_

(see instruction # 8 on back of form)

Secretary of State use only  
 IDAHO SECRETARY OF STATE

09/17/1999 09:00  
 CK: 1582 CT: 128647 IN: 258781

1 @ 20.00 = 20.00 ASSUM NAME # 2

D29288

Revision 1/88  
 6 Compliance/John pfs



# State of Idaho

Office of the Secretary of State

## CERTIFICATE OF AUTHORITY OF

BG ENTERPRISES, INC.  
File number C 132240

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority to transact business in this State, duly executed pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are 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: January 24, 2000



*Pete T. Cenarrusa*  
SECRETARY OF STATE

By *[Signature]*

# SECRETARY OF STATE

STATE OF MONTANA  
MIKE COONEY

Business Services Bureau  
Rose Ann Crawford, Deputy



Montana State Capitol  
PO Box 202801  
Helena, MT 59620-2801  
(406)444-3665

January 3, 1997

TERRY G SEHESTEDT  
LAW OFFICE  
PO BOX 8281  
MISSOULA MT 59807


RE: BG ENTERPRISES, INC.  
Date of Filing: December 27, 1996  
Filing Number: D089099-344666

Dear Mr. Sehestedt:

Attached please find a copy of the documents you recently filed with this office. The document number and filing date have been recorded on the copy I've attached. These documents serve 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,

  
Mike Cooney  
Secretary of State  
Enclosure

**ARTICLES OF INCORPORATION  
OF  
BG ENTERPRISES, INC.**

344666  
STATE OF MONTANA

**FILED**

DEC 27 1996

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 BG Enterprises, Inc.

**ARTICLE TWO**

DURATION: The duration of the corporation is perpetual.

**ARTICLE THREE**

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

1. Sales and rental of consumer electronics, household goods and furnishings and other merchandise, 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 issued 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 twentyfive (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 2347 South Avenue, Missoula, MT 59801. The name of the initial registered agent at such registered office is Kenneth Wayne Brown.

#### ARTICLE NINE

INCORPORATOR: The name and address of the incorporators are Patrick F. Gordon, 2347 South Avenue, Missoula, MT 59801 and Kenneth Wayne Brown, 2347 South Avenue, Missoula, MT 59801. 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 actions, 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 24<sup>th</sup> day of December, 1996.

Patrick F. Gordon  
Patrick F. Gordon

SUBSCRIBED AND SWORN TO before me this 24<sup>th</sup> day of December, 1996.

T. G. Scheideelt  
Notary Public for the State of MT  
Residing at Missoula, MT  
My commission expires: 4-26-2000

Kenneth Wayne Brown  
Kenneth Wayne Brown

SUBSCRIBED AND SWORN TO before me this 24<sup>th</sup> day of December, 1996.

T. G. Scheideelt  
Notary Public for the State of MT  
Residing at Missoula, MT  
My commission expires: 4-26-2000