

Blackfoot Communications, Inc. d/b/a
Fremont Communications

Basic Exchange Local Service

Blackfoot Communications, Inc.

Toll Free Telephone Number
1.866.541.5000

Idaho Public Utilities Commission
472 W. Washington Street
Boise, ID 83702-5983
1-800-432-0369

This price list contains the rates, terms and conditions applicable to the sale of basic exchange local service within the state of Idaho provided by Fretel Communications, LLC.

Issued Date: August 15, 2014

Effective Date: October 1, 2014

Issued by: Michelle Owens
Blackfoot Communications, Inc. dba Fremont Communications
1221 North Russell Street
Missoula, MT 59808

Advice Letter: ID-14-02

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1) Definitions, Terms and Abbreviations

Company - Whenever used in this price list, company refers to Blackfoot Communications, Inc. dba Fremont Communications unless otherwise specified.

Customer - -The person, firm, corporation or government unit that orders service and is responsible for the payment of charges and for compliance with company tariff regulations.

Basic Local Exchange Service - The provision of access lines to business customers with the associated transmission of two-way interactive switched voice communications within a local exchange area.

Basic Local Exchange Rate - The monthly charge imposed by the company for basic local exchange service, but not including any charges resulting from action by a state or federal agency or taxes or surcharges imposed by a governmental body which are separately itemized and billed by the company to its customers.

Commission - The Idaho Public Utilities Commission.

2) General Rules and Regulations

2.1 Undertaking of Blackfoot Communications, Inc. dba Fremont Communications

The company's services are furnished for basic local exchange service and additional optional services as described in this price list. Any services not described herein are not governed by this price list terms, conditions, rules and rates.

Blackfoot Communications, Inc. dba Fremont Communications will install, operate, own and maintain the facilities provided in accordance with the terms and conditions set forth in this price list.

The company's services are provided on a monthly basis unless otherwise noted, and are available twenty-four hours per day, seven days a week.

2.2 Limitations

2.2.1 Services are offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this price list.

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2.2.2 The company reserves the right to interrupt or limit service when necessitated by conditions beyond its control , or when the customer is using service in violation of provisions of the price list, or in violation of the law.

2.2.3 The company does not undertake to transmit messages , but offers the use of its facilities when available and will not be liable for errors in transmission or for a failure to establish connections.

2.2.4 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 customers to transfer their existing service to another entity if the existing customer has paid all charges owed to the company for regulated communications service. 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 price list will apply.

2.3 Use

Services provided under this price list may be used for any lawful purpose for which the service is technically suited.

2.4 Payment for Service

All charges due by the customer are payable to the company or any agency duly authorized to receive such payments. Any objections to billed charges must be reported to the company within thirty (30) days of the invoice date. Adjustments to the customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Once service is activated, the customer is liable for the payment of all usage charges for the services provided by the company including any fraudulent use, misuse, or abuse of the customer's service or customer provided equipment by third parties the customer's employees or the public.

2.5 Taxes

All state and local taxes are listed as separate line items and are not included in the quoted rates.

2.6 Regulatory Fees

All state and federal commission ordered rates, fees, and surcharges except the fee for telecommunications relay services, are listed as separate line items and are not included in quoted rates.

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2.7 Customer Relations

The rules applicable to the company's relationships with its customers are contained in IDAPA 31.41.01 which address the following:

- Billing
- Denial, restriction and termination of service - payment arrangements
- Complaint procedures
- Quality of Service
- Miscellaneous provisions

2.8 Establishment and Reestablishment of Credit

The company may conduct a credit investigation of each new customer prior to accepting the service application. A customer whose service has been discontinued for nonpayment of bills will be required to reestablish credit before service is restored. The company may require a customer to pay all amounts past due in addition to any service connection charges.

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2.9 Rendering and Payment of Bills

- A) Billing of the customer by the company will begin on the service commencement date which is the day on which the company notifies the customer that the service or facility is available for use. The service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the service order. Billing accrues through and includes the day that the service, circuit arrangement or component is discontinued.
- B) Customer bills are due and payable on presentation and become delinquent if not paid by the due date on the bill which will be 30 days after the billing date.
- C) The customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the customer to the company which a financial institution refuses to honor.

2.10 The Company May Offer Discounted Service to Its Employees

2.11 Liability of the Company

- A) The liability of the company for damages arising out the furnishing of its services, including, but not limited to: mistakes, omissions, interruptions, delays, errors, or other defects, representations, or use of these services or 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. 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 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.
- B) 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 anyone or more of the federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; war; unavailability of rights-of-way or materials; or strikes lock-outs, work stoppages, or other labor difficulties.

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- C) 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.
- D) The company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright laws arising from the customer's own communications.
- E) The entire liability for any claim, loss, damage, or expense from any cause whatsoever shall in no event exceed sums actually paid the company by the customer for the specific services giving rise to the claim. No action or proceeding against the company shall be commenced more than one year after the service is rendered. THE COMPANY MAKES THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES AND MAKES NO OTHER WARRANTY OR REPRESENTATION EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- F) The included tariff language does not constitute a determination by the commission that a limitation of liability imposed by the company should be upheld in 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.

2.12 Provision of Equipment and Facilities

- A) The company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of an compliance by the customer with the regulations contained in this price list and the availability of facilities and equipment.
- B) The company shall use reasonable efforts to maintain only the facilities and equipment that it 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 or equipment installed by the company.

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- C) The company may substitute, change, or rearrange any equipment or facility at any time as long as the change does not thereby diminish the technical parameters of the service provided the customer.
- D) Equipment the company provides or installs at the customer premises for use in connection with the services the company offers shall not be used for any purpose other than that for which the company provided it.
- E) The customer shall be responsible for the payments of service charges as set forth herein for visits by the company's agents or employees to the premises of the customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the company, including, but not limited to, the customer.
- F) 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. Subject to this responsibility, the company shall not be responsible for: the transmission, or the reception of signals by customer-provided equipment.

2.13 Customer Equipment and Channels

A) General

A user may transmit or receive information or signals via the facilities of the company. The company's services are designed primarily for the transmission of voice-grade telephonic signals except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the company's equipment, but the company does not guarantee that its service will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

B. Station Equipment

- 1) Terminal equipment on the user s premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the company point of connection.

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- 2) The customer is responsible for ensuring that customer-provided equipment connected to company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on company-provided equipment and wiring by the connection, operation maintenance of such equipment and wiring shall be such as not to cause damage to the company-provided equipment and wiring or injury to the company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the company at the customer's expense.

C. Interconnection of Facilities

- 1) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the company used for furnishing communications services and the channels facilities, or equipment of others shall be provided at the customer's expense.
- 2) Communication services may be connected to the services or facilities of other communications carriers only when authorized by, and accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.14 Non-routine Installation and Special Construction

A) Non-routine Installation

At the customer's request, installation and/or maintenance may be performed outside the company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged to the company will apply. If installation is started during regular business hours into time periods including, but not limited, to weekends, holidays, and/or night hours, additional charges may apply.

B) Special Construction

Subject to the agreement of the company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction undertaken:

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- 1) where facilities are not presently available , and there is no other requirement for the facilities constructed;
- 2) of a type other than that which the company would normally utilize in the furnishing of its services;
- 3) over a route other than that which the company would normally utilize in the furnishing of its services;
- 4) in a quantity greater than that which the company would normally utilize in the furnishing of its services;
- 5) on an expedited basis;
- 6) on a temporary basis until permanent facilities are available
- 7) involving abnormal costs; or
- 8) in advance of its normal construction schedule.

2.15 Ownership of Facilities

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

2.16 Prohibited Uses

- A) The services the company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals authorizations, licenses, consents and permits.
- B) The company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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2.17 Shortage of Equipment or Facilities

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

The furnishing of service under this price list 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 facilities the company may obtain from other carriers to furnish service from time to time, as required, at the sole discretion of the company.

3) Description of Services Offered

3.1 General

Exchange access service, as defined for this price list, provides a customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each exchange access service enables users to:

- 1) make calls to or receive calls from other stations on the public switched telecommunications network;
- 2) access other services offered by the company as set forth in this price list;
- 3) access interstate and international calling services;
- 4) access (at no additional charge) emergency services by dialing 9-1-1;
- 5) access (at no additional charge) the company's or its contracted agent for operator services; and
- 6) access services provided by other common carriers which purchase the company's switched access services as provided under the company's filed price lists at the federal and state level.

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3.2 Local Calling Area

Geographically defined local calling areas are associated with each exchange access service provided pursuant to this section. Unless specifically noted otherwise herein, local calling areas are as specified' in US West Communications, Inc. Basic Local Exchange maps, in effect and as amended from time to time.

The rates and charges for local exchange service entitle the customer to local calls, without toll charges, to all local exchange access lines connected to a Central Office of the exchange, or to all exchange lines served by Central Offices of the extended local service area where comprised of more than one exchange.

3.3 Exchange Access Line Service

Line service provides a customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Lines are provided for connection of customer-provided terminal equipment to the public switched telecommunications network. Each line may be configured into a hunt group with other company provided lines.

3.4 Service Order Charges

Absent a promotional offering, service order charges will apply to new service orders or to orders to change existing service.

3.5 Service Restoration

A standard installation charge applies to restoration of service temporarily suspended because of non-payment of bills and is payable at the time that service is restored. The charge does not apply when service has been terminated and later reinstalled.

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3.6 Exchange Access Optional Features

A) Directory Listings Blackfoot Communications, Inc. dba Fremont Communications

For each customer of the company provided exchange access service(s), the company will arrange for the listing of the customer's main billing telephone number in the directory(ies) published by the dominant local exchange carrier. A listing will include the customer's name address and telephone number at no additional charge.

B) Traffic Blocking and Restriction

1) 9XX Blocking Service

This service blocks access from the customer's access line to 9XX (900/976) telephone numbers.

A customer may have 9XX blocking installed one time for no charge. Subsequent unblocking or blocking shall incur a nonrecurring charge.

2) 1 + and 0+ Restriction

This service blocks access from the customer access line to all calls starting with 1 or 0. The company may impose this on a customer's line in the event the customer's account is more than days past due. Customers with this restriction will still have calling to numbers within the local exchange, however calls to numbers in other EAS exchanges will be blocked.

C) Installation

1) New Service

New service is defined as service at a location that has not had telephone service with any local exchange carrier in the past.

2) Transfer Service

Transfer service is defined as service at a location that has had telephone service in the past with any local exchange carrier.

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4. Rates for Services Offered

4.1 Standard Rates*

<u>Description</u>	<u>Recurring Business</u>	<u>Non-Recurring</u>
Business Exchange Access Line Service	\$29.95	
Standard Installation		\$50.00
Service Order Charge		\$20.00

* The rates listed in this price list represent ala cart single line business service. Current competitive offerings can be found at: <http://www.fremontsolutions.com/> or by calling the business office. Services offered to businesses in the competitive area are customer specific solutions that are offered under contract.

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