

**TARIFF DISTRIBUTION**

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PURPOSE: Remove the 'ARRA' Stimulus paragraph added in September 2009

<b><u>TARIFF SECTION</u></b>	<b><u>PAGE NUMBER</u></b>	<b><u>PAGE REVISION</u></b>
G002	5	0005
H002	7	0004

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## A2. GENERAL TERMS AND CONDITIONS

### A2.3 Establishment And Furnishing Of Service (Cont'd)

#### A2.3.3 (DELETED)

#### A2.3.4 Reserved For Future Use

#### A2.3.5 Application For Service

- A. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, terms and conditions from time to time in force and effect.
- B. The Company reserves the right to refuse service to any applicant who is found to be indebted for charges to the Company for telephone service provided in Louisiana or in any other state in which the Company operates until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- C. If telephone service is established and it is subsequently determined that either condition in A2.3.5.B. preceding exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- D. When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are canceled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- E. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay.
- F. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service, or requests additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.

#### G. (DELETED)

(D)

#### A2.3.6 Application Of Rates For Business And Residence Service

- A. In general business rates apply at business locations and residence rates apply at residence locations as illustrated by the situations described in B. and C. following.
- B. Business rates apply for:
  - 1. Offices, stores, factories, mines and all other places of a strictly business nature.
  - 2. Offices of hotels, boarding houses, and apartment houses; colleges, quarters occupied by clubs and fraternal societies, private schools, hospitals, nursing homes, libraries and other institutions. For the purpose of this Guidebook, a boarding house is defined as a structure where rooms are rented or boarders taken.
  - 3. Services provided pursuant to Sharing and Resale of Basic Local Exchange Service (Section A127.), even though residence client charge and residence directory listing may apply.
  - 4. Service terminating solely on the secretarial facilities of a telephone answering bureau.

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## B2. TERMS AND CONDITIONS

### B2.3 Obligations Of The Customer (Cont'd)

#### B2.3.1 Customer Responsibilities (Cont'd)

- H. Obtaining permission for Company agents or employees to enter the premises of the customer or authorized user at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the facilities of the Company, and for,
- I. Making Company facilities available for maintenance purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which the service is interrupted for such purposes.
- J. Where new or additional service is to be established at a location that has a hazardous electrical environment (e.g., an electric power substation or generating plant or a high voltage transmission tower, switching or distribution location), the customer must have high voltage isolation equipment installed at such premises whenever hazardous voltages of 1000V peak-asymmetrical or greater exist prior to the installation of BellSouth ordered service. If the customer is aware that its premises are located where such hazardous voltages exist, the customer must notify BellSouth of this fact at the time its order for service is placed. BellSouth makes high voltage isolation equipment that complies with the Institute of Electrical and Electronics Engineers ("IEEE") Standards 487 and 1590 available to its customer under Special Assembly to meet location specific requirements.

The customer may elect to provide high voltage protection by means other than BellSouth Special Assembly and if customer so elects, the customer shall submit its proposed design and equipment specifications to BellSouth for BellSouth's approval prior to installation of BellSouth service ordered. Where the customer has elected to select, install, use and maintain its own high voltage protection equipment, the customer does so with the understanding that it is solely responsible for any interruption of BellSouth's service associated with its selection, installation, use or maintenance of the high voltage protection. Furthermore, the customer, its employees, agents, officers, directors, affiliates, successors and assigns agree to indemnify and hold BellSouth, its subsidiaries, affiliates and their collective employees, agents, officers, and directors harmless from all loss, liabilities, costs and expenses, including attorneys' fees and all costs of defense and settlement, resulting from interruption of service, damage to property, claims, demands, suits or actions of any nature whatsoever arising from the failure of the high voltage protection selected, installed, used or maintained by the customer.

BellSouth reserves the right to suspend any service it provides absent required high voltage protection until adequate protection is provided.

Standard intervals do not apply for service ordered where voltage isolation equipment is required and must be installed prior to installation of service ordered from BellSouth.

**K. (DELETED)**

(D)

#### B2.3.2 Reserved For Future Use

#### B2.3.3 Transfer Of Service

- A. At the Company's discretion, service previously furnished one subscriber may be assumed by a new subscriber if the new subscriber willingly assumes all existing financial responsibility for the account once such service has been cancelled or abandoned by the previous subscriber providing there is no lapse in the rendition of service. After the new subscriber assumes financial responsibility, all future bills will be rendered to the new subscriber.

Terms and conditions concerning transfer of service between subscribers as stated in other sections of this Guidebook also apply.