



Embarq Corporation
EMBARQ.com
Mailstop: KSOPKJ0502
5454 W. 110th Street
Overland Park, KS 66211

August 21, 2007

Ms. Beth Salak
Director, Division of Competitive Markets and Enforcement
Attention: Tariff Section
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: **TL727**

Dear Ms. Salak:

Attached for filing, please find the following revised pages for the Embarq Florida, Inc. General Exchange Tariff. This filing is submitted with a proposed effective date of August 23, 2007. The Company's tariffs are available on its website at www2.embarq.com/tariffs.

Section A2 Third Revised Sheet 46

This filing introduces Recovery of Collection Costs - Business language in the tariff.

Commission consideration and timely approval of these pages are respectfully requested. If you have questions or need additional information regarding this filing, please call Tamela Kelly at 850-599-1029.

Sincerely,

Mary L. Matthews

cc: Tamela Kelly
Sandy Khazraee
Attachments
FL 07-41

Mary L. Matthews
TARIFF ANALYST II
Voice: (913) 345-7721
Fax: (913) 345-6756
Mary.L.Matthews@embarq.com

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

SECTION A2

Third Revised Sheet 46

BY: John M. Felz
Director

Cancelling Second Revised Sheet 46
Effective: August 23, 2007

GENERAL REGULATIONS

F. LIABILITY OF THE COMPANY (Cont'd)

7. Equipment in Explosive Atmosphere

- a. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- b. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- c. The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

8. Year 2000 (Y2K)

The Company will make reasonable efforts to cure any material failure to provide service caused solely by year 2000 defects in the Company hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control, including, but not limited to, failures caused by: 1) the Customer; 2) other telecommunications providers; or 3) customer premises equipment. In addition, the Company does not ensure compatibility between the Company and non-Telephone Company services used by the Customer.

9. Recovery of Collection Costs - Business

Any Customer purchasing Business class services under this tariff (a "Business Customer") is responsible for all collections costs, including but not limited to attorneys fees, incurred by the Company in recovering any amounts due and owing to the Company by the Business Customer. In the event of the Business Customer's bankruptcy, the Company may assert its claim for collections costs and attorneys' fees under this tariff as a claim against the Business Customer's bankruptcy estate.

(N)
|
(N)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

SECTION A2

BY: F. B. Poag
Director

~~Third Second~~ Revised Sheet 46
Cancelling ~~Second First~~ Revised Sheet 46
Effective: ~~August 23, 2007~~ ~~May 3, 1999~~

GENERAL REGULATIONS

F. LIABILITY OF THE COMPANY (Cont'd)

7. Equipment in Explosive Atmosphere

- a. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- b. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- c. The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

8. Year 2000 (Y2K)

The Company will make reasonable efforts to cure any material failure to provide service caused solely by year 2000 defects in the Company hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control, including, but not limited to, failures caused by: 1) the Customer; 2) other telecommunications providers; or 3) customer premises equipment. In addition, the Company does not ensure compatibility between the Company and non-Telephone Company services used by the Customer.

9. Recovery of Collection Costs - Business

Any Customer purchasing Business class services under this tariff (a "Business Customer") is responsible for all collections costs, including but not limited to attorneys fees, incurred by the Company in recovering any amounts due and owing to the Company by the Business Customer. In the event of the Business Customer's bankruptcy, the Company may assert its claim for collections costs and attorneys' fees under this tariff as a claim against the Business Customer's bankruptcy estate.