

# BELLSOUTH

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**BellSouth Telecommunications, Inc.**

150 South Monroe Street  
Suite 400  
Tallahassee, Florida 32301

[jerry.hendrix@bellsouth.com](mailto:jerry.hendrix@bellsouth.com)

April 14, 2006

**Jerry D. Hendrix**  
Vice President  
Regulatory & External Affairs

Phone: (850) 577-5553  
Fax (850) 224-5073

Beth Salak, Director  
Competitive Markets and Enforcement  
Attn: Tariff Section  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, attached for filing with the Commission are the following pages of BellSouth's General Subscriber Service Tariff:

General Subscriber Service Tariff

Section A2 - Third Revised Page 32.3

- Original Page 32.3.1

The purpose of this filing is to provide for the BellSouth Just the Lines Promotion. This Special Promotion will begin May 1, 2006 and end August 31, 2006.

Acknowledgment, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Regulatory Vice President

Attachments

## **Promotion Description**

### **BellSouth(R) Just the Lines Promotion**

#### **Overview**

The BellSouth(R) Just the Lines Promotion is scheduled to begin on 05/01/2006 and end on 08/31/2006. The BellSouth® Just the Lines Promotion (the"Program") will offer discounts on the Subscriber's bill. The offer is only available to new business Subscribers porting their local service from another local provider to BellSouth. Subscribers must sign the twelve (12) month Program Agreement to participate in the program. This Program is available in all states.

#### **Promotion Specifics**

The BellSouth® Just the Lines Promotion (the"Program") will offer discounts on the Subscriber's bill. The offer is only available to new business Subscribers porting their local service from another local provider to BellSouth. Subscribers must sign the twelve (12) month Program Agreement to participate in the program. This Program is available in all states. The Program will begin on May 1, 2006 and end on August 31, 2006.

#### **Promotion Eligibility**

- Available only to new business Subscribers porting their local service from another local provider to BellSouth.
- Subscriber must subscribe to the twelve (12) month Program Agreement to participate.
- Subscriber must purchase a business line class of service billing a minimum of seventy-five dollars (\$75.00) with BellSouth.

#### **Promotion Elements**

- Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by the Subscriber's BellSouth charges for local business line class of service; in addition, if applicable, Subscriber will earn for each month of the term a Hunting Discount for Hunting Service equal to the applicable Hunting Discount percentage multiplied by the Subscriber's hunting charge.
- Discount: Specified % of Subscriber's BellSouth charges for local business line class of service. Business line class of service is 1FB and line equivalents.

Eligible Lines: Minimum of seventy-five dollars (\$75.00) in billing with business line class of service (1FB and line equivalents)

-12 Month Term Discount: fifteen percent (15%)

-Hunting Discount: one hundred percent (100%)

- The discount will appear as a credit in the OC&C section of the Subscriber's bill in either the current or a subsequent billing period usually within one (1) or two (2) billing cycles. Participation in the Program begins on the date the Subscriber commits to an agreement and BellSouth accepts (unless voided by BellSouth). Depending on the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's service order. Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by the Subscriber's monthly BellSouth local business line class of service charges.
- Subscriber under the Program that also subscribes to new service during the term, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This will include the Line Connection Charge (first and additional lines, and line equivalents) and the Charge for Change in Service, if applicable.
- For any one month should Subscriber's monthly charges decrease below seventy-five dollars (\$75) per billing cycle, the Subscriber will not receive the discount.
- In the event the Subscriber terminates the Agreement, the Subscriber agrees to pay termination charges to BellSouth as provided below based upon the number of months remaining under the term. Similarly, if the Subscriber's BellSouth local exchange service decreases below a business

line class of service at any time during the term, the Subscriber will be deemed to have terminated the Agreement, and the Subscriber agrees to pay termination charges to BellSouth as provided below based upon the number of months remaining on the term. These charges will appear on the Subscriber's final bill as a charge in the OC&C section. Payment of this charge does not release the Subscriber from other previous amounts owed to BST.

-Set charge to be multiplied by number of months remaining on term: twenty dollars (\$20)

- Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the Subscriber Agreement shall automatically renew for another term for two (2) consecutive, separate terms. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber Agreement expiration date and the automatic renewal provision beginning approximately one hundred and eighty (180) days prior to its expiration depending upon the Subscriber's billing cycle. If the Subscriber does not renew the Agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed or published charges for services.
- In tariffed states, the Agreement is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time; in detariffed or deregulated states this Program and the Agreement are controlled by the terms set forth in the Agreement.
- Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber subscribes under this Agreement are deregulated or detariffed, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs," or any other references to BellSouth's tariffs on file with the appropriate regulatory authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff for services subscribed by Subscriber as such tariffs existed as of the effective date of deregulation or detariffing. Such tariffed term and conditions are incorporated by reference as if fully included herein. To the extent there exists a conflict between the terms set forth herein and those incorporated by reference, the terms set forth herein shall control.

#### Promotion Restrictions

- Subscribers with aggregate annual billing, per state of BellSouth local services exceeding sixty-five thousand dollars (\$65,000) at the time of enrollment, are not eligible to participate in this Program.
- Subscribers participating in a Product Level or Volume and Term CSA are NOT eligible to participate in the Program.
- This Program may not be used concurrently with any previous or existing local exchange service term election agreement programs, unless otherwise stated.
- Complete Choice® for Business Package Subscribers are not eligible to participate in the Program.
- BellSouth reserves the right to terminate this Program at any time; provided, however, that Subscribers participating in the Program will continue to receive this Program for the remaining term of their term agreement.
- The Program Agreement shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.
- Subscriber understands that its signature on the Program Agreement constitutes the Subscriber's enrollment in the Program under this Agreement and the applicable tariffs; the signatory must have authority to commit its company to the Agreement.

## A2. GENERAL REGULATIONS

### A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
	(DELETED)		(D)
BellSouth's service territory from central offices where services are available	BellSouth Just the Lines Promotion	<p>The BellSouth Just the Lines Promotion (the "Program") will offer discounts on the Subscriber's bill. The offer is only available to new business Subscribers porting their local service from another local provider to BellSouth. Subscribers must sign the twelve (12) month Program Agreement to participate in the program.</p> <p>Promotion Eligibility</p> <ul style="list-style-type: none"> <li>• Available only to new business Subscribers porting their local service from another local provider to BellSouth.</li> <li>• Subscriber must subscribe to the twelve (12) month Program Agreement to participate.</li> <li>• Subscriber must purchase a business line class of service billing a minimum of seventy-five dollars (\$75.00) with BellSouth.</li> </ul> <p>Promotion Elements</p> <ul style="list-style-type: none"> <li>• Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by the Subscriber's BellSouth charges for local business line class of service; in addition, if applicable, Subscriber will earn for each month of the term a Hunting Discount for Hunting Service equal to the applicable Hunting Discount percentage multiplied by the Subscriber's hunting charge.</li> <li>• Discount: Specified % of Subscriber's BellSouth charges for local business line class of service. Business line class of service is 1FB and line equivalents.</li> </ul> <p>Eligible Lines: Minimum of seventy-five dollars (\$75.00) in billing with business line class of service (1FB and line equivalents)</p> <ul style="list-style-type: none"> <li>- 12 Month Term Discount: fifteen percent (15%)</li> <li>- Hunting Discount: one hundred percent (100%)</li> </ul> <ul style="list-style-type: none"> <li>• The discount will appear as a credit in the OC&amp;C section of the Subscriber's bill in either the current or a subsequent billing period usually within one (1) or two (2) billing cycles. Participation in the Program begins on the date the Subscriber commits to an agreement and BellSouth accepts (unless voided by BellSouth). Depending on the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's service order. Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by the Subscriber's monthly BellSouth local business line class of service charges.</li> <li>• Subscriber under the Program that also subscribes to new service during the term, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This will include the Line Connection Charge (first and additional lines, and line equivalents) and the Charge for Change in Service, if applicable.</li> <li>• For any one month should Subscriber's monthly charges decrease below seventy-five dollars (\$75) per billing cycle, the Subscriber will not receive the discount.</li> <li>• In the event the Subscriber terminates the Agreement, the Subscriber agrees to pay termination charges to BellSouth as provided below based upon the number of months remaining under the term. Similarly, if the Subscriber's BellSouth local exchange service decreases below a business line class of service at any time during the term, the Subscriber will be deemed to have terminated the Agreement, and the Subscriber agrees to pay termination charges to BellSouth as provided below based upon the number of months remaining on the term. These charges will appear on the Subscriber's final bill as a charge in the OC&amp;C section. Payment of this charge does not release the Subscriber from other previous amounts owed to BST.</li> </ul> <p>-Set charge to be multiplied by number of months remaining on term: twenty dollars (\$20)</p>	<p>05/01/06 to 08/31/06</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p> <p>(N)</p>

FLORIDA  
ISSUED: April 14, 2006  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: May 1, 2006

## A2. GENERAL REGULATIONS

### A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's service territory from central offices where services are available	BellSouth Just the Lines Promotion (Cont'd)	<ul style="list-style-type: none"> <li>Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the Subscriber Agreement shall automatically renew for another term for two (2) consecutive, separate terms. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber Agreement expiration date and the automatic renewal provision beginning approximately one hundred and eighty (180) days prior to its expiration depending upon the Subscriber's billing cycle. If the Subscriber does not renew the Agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed or published charges for services.</li> </ul>	(N)
		<ul style="list-style-type: none"> <li>The Agreement is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.</li> </ul>	(N)
		<ul style="list-style-type: none"> <li>Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber subscribes under this Agreement are deregulated or detariffed, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs," or any other references to BellSouth's tariffs on file with the appropriate regulatory authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff for services subscribed by Subscriber as such tariffs existed as of the effective date of deregulation or detariffing. Such tariffed term and conditions are incorporated by reference as if fully included herein. To the extent there exists a conflict between the terms set forth herein and those incorporated by reference, the terms set forth herein shall control.</li> </ul>	(N)
		Promotion Restrictions	(N)
		<ul style="list-style-type: none"> <li>Subscribers with aggregate annual billing, per state of BellSouth local services exceeding sixty-five thousand dollars (\$65,000) at the time of enrollment, are not eligible to participate in this Program.</li> </ul>	(N)
		<ul style="list-style-type: none"> <li>Subscribers participating in a Product Level or Volume and Term CSA are NOT eligible to participate in the Program.</li> </ul>	(N)
		<ul style="list-style-type: none"> <li>This Program may not be used concurrently with any previous or existing local exchange service term election agreement programs, unless otherwise stated.</li> </ul>	(N)
		<ul style="list-style-type: none"> <li>Complete Choice for Business Package Subscribers are not eligible to participate in the Program.</li> </ul>	(N)
		<ul style="list-style-type: none"> <li>BellSouth reserves the right to terminate this Program at any time; provided, however, that Subscribers participating in the Program will continue to receive this Program for the remaining term of their term agreement.</li> </ul>	(N)
		<ul style="list-style-type: none"> <li>The Program Agreement shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.</li> </ul>	(N)
<ul style="list-style-type: none"> <li>Subscriber understands that its signature on the Program Agreement constitutes the Subscriber's enrollment in the Program under this Agreement and the applicable tariffs; the signatory must have authority to commit its company to the Agreement.</li> </ul>	(N)		



FLORIDA  
ISSUED: ~~May 17, 2005~~ April 14, 2006  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: ~~June 1, 2005~~ May 1, 2006

Promotion Elements

• Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by the Subscriber's BellSouth charges for local business line class of service; in addition, if applicable,

Subscriber will earn for each month of the term a Hunting Discount for Hunting Service equal to the applicable Hunting Discount percentage multiplied by the Subscriber's hunting charge.

• Discount: Specified % of Subscriber's BellSouth charges for local business line class of service. Business line class of service is 1FB and line equivalents.

Eligible Lines: Minimum of seventy-five dollars (\$75.00) in billing with business line class of service (1FB and line equivalents)

-12 Month Term Discount: fifteen percent (15%)

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• The discount will appear as a credit in the OC&C section of the Subscriber's bill in either the current or a subsequent billing period usually within one (1) or two (2) billing cycles. Participation in the Program begins on the date the Subscriber commits to an agreement and BellSouth accepts (unless voided by BellSouth). Depending on the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's service order. Subscriber will earn for each such month of the term a discount in an amount equal to the applicable discount percentage multiplied by the Subscriber's monthly BellSouth local business line class of service charges.

• Subscriber under the Program that also subscribes to new service during the term, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This will include the Line Connection Charge (first and additional lines, and line equivalents) and the Charge for Change in Service, if applicable.

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-Set charge to be multiplied by number of months remaining on term: twenty dollars (\$20)

FLORIDA

ISSUED: April 14, 2006

EFFECTIVE: May 1, 2006

BY: Marshall M. Criser III, President -FL

Miami, Florida

## A2. GENERAL REGULATIONS

### A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

<u>Area of Promotion</u>	<u>Service</u>	<u>Charges Waived</u>	<u>Period Authority</u>
BellSouth's service territory from central offices where services are available	BellSouth Just the Lines Promotion (Cont'd)	<ul style="list-style-type: none"> <li>• Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the Subscriber Agreement shall automatically renew for another term for two (2) consecutive, separate terms. BellSouth will provide written and/or verbal reminders to the Subscriber of the Subscriber Agreement expiration date and the automatic renewal provision beginning approximately one hundred and eighty (180) days prior to its expiration depending upon the Subscriber's billing cycle. If the Subscriber does not renew the Agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed or published charges for services.</li> <li>• The Agreement is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.</li> <li>• Subscriber and BellSouth acknowledge and agree that to the extent the services to which Subscriber subscribes under this Agreement are deregulated or detariffed, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs," or any other references to BellSouth's tariffs on file with the appropriate regulatory authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff for services subscribed by Subscriber as such tariffs existed as of the effective date of deregulation or detariffing. Such tariffed term and conditions are incorporated by reference as if fully included herein. To the extent there exists a conflict between the terms set forth herein and those incorporated by reference, the terms set forth herein shall control.</li> </ul>	(N)
		<p><u>Promotion Restrictions</u></p> <ul style="list-style-type: none"> <li>• Subscribers with aggregate annual billing, per state of BellSouth local services exceeding sixty-five thousand dollars (\$65,000) at the time of enrollment, are not eligible to participate in this Program.</li> <li>• Subscribers participating in a Product Level or Volume and Term CSA are NOT eligible to participate in the Program.</li> <li>• This Program may not be used concurrently with any previous or existing local exchange service term election agreement programs, unless otherwise stated.</li> <li>• Complete Choice for Business Package Subscribers are not eligible to participate in the Program.</li> <li>• BellSouth reserves the right to terminate this Program at any time; provided, however, that Subscribers participating in the Program will continue to receive this Program for the remaining term of their term agreement.</li> <li>• The Program Agreement shall not be altered, modified or amended in any respect; any Subscriber changes have no effect.</li> <li>• Subscriber understands that its signature on the Program Agreement constitutes the Subscriber's enrollment in the Program under this Agreement and the applicable tariffs; the signatory must have authority to commit its company to the Agreement.</li> </ul>	(N)