

File



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Mr. Jeff Brown
Ohio Public Utilities Commission
180 East Broad Street - 3rd Floor
Columbus, OH 43215-3793

RECEIVED-PROCKETING DIV
97 OCT 14 PM 2:49
PUCO

Ref: 97-1080-CT-RRJ

Dear Mr. Brown:

Midwest Telecom of America, Inc. hereby submits an updated copy of its commercial service agreement pursuant to Midwest's application for Relief from Jurisdiction as an Interexchange Switchless Rebiller.

Midwest Telecom of America has already applied for Relief from Jurisdiction and has been assigned case #97-1080-CT-RRJ.

Our revised commercial service agreement contains space for handwritten provisions or other special conditions. Midwest Telecom will utilize this space to state "A switching charge may be incurred each time the underlying interexchange company is changed." This provision will be included on all commercial service agreements for all Ohio customers.

An original plus ten copies are enclosed.

Sincerely,
Midwest Telecom of America, Inc.

James Smutniak

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician Anna M. Hira Date Processed Oct 15, 1997

BILLING INFORMATION			
<input type="checkbox"/> NEW ACCOUNT	CUSTOMER ACCOUNT NUMBER		
<input type="checkbox"/> EXISTING ACCOUNT	[] [] [] [] [] [] [] [] [] [] [] []		
SOCIAL SECURITY # OR FEDERAL TAX I.D.		[] [] [] [] [] [] [] [] [] [] [] []	
TAX EXEMPT	<input type="checkbox"/> NO	<input type="checkbox"/> YES	(ATTACH TAX EXEMPT FORM)
ACCOUNT NAME			
STREET ADDRESS		SUITE / FLOOR	
CITY	STATE	COUNTY	ZIP CODE
CONTACT NAME / TITLE			
PHONE #		FAX #	
CUSTOMER INFORMATION (if different)			
ACCOUNT NAME			
STREET ADDRESS		SUITE / FLOOR	
CITY	STATE	COUNTY	ZIP CODE
CONTACT NAME / TITLE			
PHONE #		FAX #	
ORDER INFORMATION			
ORDER ESTIMATED MONTHLY REVENUE \$		PREVIOUS CARRIER	
NAME OF ACCOUNT EXECUTIVE / AGENT			
ACCOUNT EXECUTIVE / AGENT I.D. #			
COMPANY PROFILE			
Check One		Check One	
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> BRANCH / DIVISION	<input type="checkbox"/> SUBSIDIARY
<input type="checkbox"/> PROPRIETORSHIP	<input type="checkbox"/> LTD. PARTNERSHIP	<input type="checkbox"/> FRANCHISE	<input type="checkbox"/> AGENT
IN BUSINESS SINCE	TYPE OF BUSINESS		
NAME OF OWNER / PARTNER / PRESIDENT			
PARENT COMPANY NAME			
PARENT COMPANY ADDRESS			
CITY	STATE	COUNTY	ZIP CODE
PHONE #			
BANK REFERENCES			
PRIMARY BANK NAME			
BANK ADDRESS			
CITY	STATE	COUNTY	ZIP CODE
BANK CONTACT		BANK PHONE #	
CHECKING ACCOUNT #	SAVINGS ACCOUNT #	LOAN #	

ORDER SUMMARY		
TYPE OF SERVICE	RATE	BILLING INCREMENTS
MTOA INTERSTATE 1+ SWITCHED ACCESS	PER MINUTE	Six second increments after initial billing period of 30 seconds.
MTOA INTRASTATE 1+ SWITCHED ACCESS	PER MINUTE	Six second increments after initial billing period of 30 seconds.
MTOA INTRALATA 1+ SWITCHED ACCESS	PER MINUTE	Six second increments after initial billing period of 30 seconds.
MTOA INTERSTATE 800 / 888 SERVICE	PER MINUTE	Six second increments after initial billing period of 30 seconds.
MTOA INTRASTATE 800 / 888 SERVICE	PER MINUTE	Six second increments after initial billing period of 30 seconds.
MTOA TRAVEL CARD SERVICE	PER MINUTE	Full minute billing increments.
OTHER MTOA SERVICE OR CONDITIONS	A SWITCHING CHARGE MAY BE INCURRED EACH TIME THE UNDERLYING INTEREXCHANGE COMPANY IS CHANGED	
ACCOUNTING CODES		
		<input type="checkbox"/> YES <input type="checkbox"/> NO
CIRCLE ONE	PAV	VPAC TPAC
Other charges or fees subject to Midwest Telecom of America, Inc.'s applicable tariffs.		
TERMS AND CONDITIONS OF AGREEMENT		
Customer hereby agrees to route and deliver exclusively to Midwest Telecom of America, Inc. (MTOA) all administrative long distance traffic generated from customer's telephone facilities. The Term of this agreement shall be for a period of _____ Year(s) and _____ Month(s), commencing on the date of acceptance of this agreement by MTOA, and the term shall renew automatically for successive renewal periods of One (1) Year each, unless either party terminates this agreement by giving written notice of termination to the other party not later than ninety days prior to the end of any term. Customer agrees to pay all charges upon receipt of invoice. For overdue charges thirty days past due, Customer agrees to pay a 1.5% late payment fee. Invoices outstanding for 45 days past the due date will constitute a breach of this agreement and result in discontinuation of service. If Customer breaches this agreement, MTOA may bill customer for the order estimated monthly revenue (contained within the Order Information section of this agreement) times the remaining months left on this agreement, and Customer agrees to remit payment upon receiving this bill. MTOA shall be entitled to recover reasonable attorney fees as a result of enforcing this agreement. MTOA may assign this agreement to any entity of its choosing upon written notice to Customer. Customer agrees that initiation of service is contingent upon the results of credit history inquiry.		
PERFORMANCE		
In the event Customer notifies MTOA, by fax or by writing, of a performance problem regarding service provided by MTOA, and the problem is not resolved within fifteen business days from the date of original notification, Customer shall have the absolute right to terminate this agreement by selecting an alternative service.		
The signatures below indicate that both parties agree to the rates, terms, and conditions as described herein.		
CUSTOMER		MIDWEST TELECOM OF AMERICA, INC.
_____ CUSTOMER SIGNATURE		_____ MTOA SIGNATURE
_____ PRINT NAME/TITLE		_____ PRINT NAME/TITLE
_____ DATE		_____ DATE