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REG. DIV. REPORTING

August 26, 1998

ORIGINAL

BY HAND DELIVERY

Ms. Blanca Bayo, Director
Division of Records and Reporting
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 98000B-SP

Dear Ms. Bayo:

Enclosed for filing in the above captioned docket are an original and fifteen copies of the Comments of e.spire Communications, Inc. Due to the attachment, a paper copy of these comments have been provided to each party.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely,

Norman H. Horton, Jr.
Norman H. Horton, Jr.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- ONE _____
- ROH _____
- SEC _____
- WAS _____
- OTH _____

NHH/amb
Enclosures
cc: James C. Falvey, Esq.
Parties of Record

DOCUMENT NUMBER - DATE

09302 AUG 26 98

REG. DIV. REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Undocketed Special Project Access)
by Telecommunications Companies)
to Customers in Multi-Tenant)
Environments)

Docket No. 980000B-SP
Filed: August 26, 1998

ORIGINAL

COMMENTS OF e.spire COMMUNICATIONS, INC.

In response to the opportunity to submit additional comments in this proceeding, e.spire Communications, Inc. ("e.spire") herewith offers the following:

1. e.spire has concurred with joint comments being filed by several parties and would urge the Commission to favorably consider those comments. In addition, e.spire would also refer to the comments of the participants at the workshop in August and urge the Commission to note the problems that were referenced in the various presentations and consider those in developing language for legislation.

2. During the presentation by e.spire at the workshop there was reference to an agreement used by BellSouth with property managers. A copy of that agreement is attached hereto as Attachment "A".

Dated this 26th day of August, 1998.

Respectfully submitted,



NORMAN H. HORTON, JR.
FLOYD R. SELF
Messer, Caparello & Self, P.A.
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(850) 222-0720
ATTORNEYS FOR e.spire COMMUNICATIONS,
INC.

DOCUMENT NUMBER - DATE

09302 AUG 26 88

FLORIDA PUBLIC SERVICE COMMISSION

LETTER OF AGREEMENT

THIS AGREEMENT, which is dated and effective as of _____, 19 __, is made between BellSouth Telecommunications, Inc. ("BellSouth"), and _____ ("Property Management"); hereinafter referred to collectively as the "Parties", in contemplation of the following:

- A. The real estate property covered by this agreement is described as the _____ which is located at _____
- B. Property Management is engaged in the leasing and management of office space to tenants and desires to retain and attract building tenants with high-quality, value-added local telecommunications technologies and support services.
- C. BellSouth intends to provide reliable, high-quality, value added, telecommunications technologies and support services to building tenants as requested as Property Management's designated provider of choice for communications products and services to the _____ property.
- D. Both Parties wish to engage jointly in improving the quality of the collective services provided to building tenants and in promoting the property and the BellSouth telecommunications products, services, and support as value-added amenities to tenants.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, BellSouth and Property Management hereby mutually agree as follows:

1. The term of this Agreement shall be one (1), two (2) or three (3) years (delete as appropriate) commencing on _____ Inasmuch as close cooperation between the Parties is essential to the success of the alliance, if either Party shall, in its sole discretion, find that the alliance is not satisfactory, either Party shall have the right to terminate this Agreement by giving thirty (30) days written notice, one to the other. Upon such termination, Property Management shall forfeit all remaining incentive credits as described in Paragraph 3, shall immediately cease using BellSouth registered names and marks as described in Paragraph 10, and shall return, or certify destruction of, any media bearing BellSouth names and marks. This agreement may be extended at any time by mutual written agreement. Property Management agrees to provide BellSouth with access to building entrance conduits, equipment room space, and riser/horizontal conduits as required for placement of telecommunications facilities to meet the needs of building tenants. Such access shall be provided at no cost to BellSouth.
2. BellSouth agrees to establish and maintain an Incentive Credit Fund for use by Property Management consisting of (1) an annual signing bonus of \$_____ beginning with the execution of this agreement and on the anniversary of each subsequent year for the term of this agreement, and (2) annual occupancy space credits of \$0.05 per square foot of tenant occupied space (rentable area) using BellSouth services. For purposes of this agreement rentable area refers to that actual usable measured space within a tenants space. The tenant occupied space credits shall be unused once each year based on the tenants existing occupied space upon the execution of this Agreement, and on the anniversary of each subsequent year, in the building (s) covered by this Agreement. The Credit Fund shall be used in a manner consistent with the objectives and goals of this plan. Credit Fund amounts can be used by Property Management, or upon Property Management request, by specified tenants of the building to be applied to purchases of BellSouth requested services including service installation charges and/or monthly service fees; towards Property Management and/or building tenant attendance at BellSouth-sponsored seminars; or, for reimbursement of Property Management costs for advertisements or newsletters, or other promotional efforts mutually agreed upon by BellSouth and Property Management. Billing credits shall not be accrued from year to year with respect to this Agreement. Unused annual credit amounts will expire at midnight on the day preceding the anniversary date of each year. BellSouth further agrees to provide Quarterly reports to Property Management regarding the current status of the credit fund, and remaining credits. All provisions of this paragraph are subject to compliance with all applicable state and federal laws and regulations governing BellSouth's participation in these activities.
3. Property Management agrees to designate BellSouth as the provider of choice for local telecommunications services to building tenants at _____ and promote BellSouth as such. Property Management further agrees not to enter into a similar agreement with any other telecommunications vendor to perform the activities provided for in this Agreement for the term of this Agreement.
4. BellSouth shall designate a management representative as a point-of-contact for Property Management and building tenants with responsibility for management and administration of all BellSouth responsibilities in connection with the implementation of this Agreement. Property Management shall designate an appropriate contact to work with the BellSouth representative.

ATTACHMENT "A"

Upon commencement of the Agreement, each Party will give written notice of the identity of their designated contact to the other Party.

5. Upon commencement of this Agreement, Property Management, at its expense, shall provide to BellSouth, all contact information, introductions, and, as permitted, all information about tenant occupied space and number of employees for all existing tenants at _____. As lease proposals are submitted to prospective tenants, Property Management will ask for the prospect's approval to provide BellSouth's designated representative the name, address, telephone number, and contact person of such prospect. BellSouth shall hold all such information as strictly confidential and shall not divulge such information to any third party or utilize such information for any purposes not contemplated by this Agreement. In the event a prospective tenant declines to have certain information provided to BellSouth at the time of lease proposal, Property Management agrees to provide all information authorized by the tenant to BellSouth as soon as such information is made available to Property Management.
6. BellSouth shall, at its expense, develop tenant survey media and conduct tenant quality review surveys on a semi-annual basis to determine ways to improve tenant telecommunications service at _____. Property Management, at its option, may elect to participate jointly in BellSouth quality surveys at no cost. To the extent legally permitted, BellSouth agrees to provide Property Management with survey results. Subject to the foregoing, following each survey, BellSouth and Property Management agree to discuss and for joint surveys, develop coordinated plans to improve tenant satisfaction. BellSouth, at its expense, agrees to undertake a personal contact program with all tenants upon commencement of this Agreement and, thereafter, agrees to periodic contacts and follow up as necessary as a result of feedback from tenants.
7. BellSouth shall, at its expense, develop and provide promotional materials including, but not limited to, brochures and newsletters which describe advanced telecommunications services available to tenants and benefits of the alliance, and will provide ongoing information to tenants about the alliance and new BellSouth products and services. Upon request by Property Management, and if feasible, BellSouth shall, at its expense, provide telecommunications planning/consulting, sales proposal presentation, and contact support to Property Management for requested tenant lease proposals. The parties understand that BellSouth does not provide InterLATA services. Property Management agrees to advise in/for or represent that BellSouth provides InterLATA services, designs InterLATA networks, or recommends any InterLATA service providers.

§ Property Management, at its expense, shall distribute all promotional materials provided by BellSouth to existing and prospective or new tenants during and after lease negotiations. Property Management and BellSouth further agree to cooperate in the development and distribution of introductory letters, tenant surveys, and other tenant communications as required to effectively promote the objectives of the alliance.
9. Property Management agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the trade names, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and Property Management further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent. BellSouth shall have the right to use Property Management's name and associated marks for _____ in BellSouth publicity and advertising materials subject to the prior review and written approval of Property Management.
10. Even though Property Management shall recommend BellSouth as the provider of choice for local telecommunications services to tenants, nothing in this Agreement shall be construed to preclude any building tenant from obtaining telecommunications services from others legally authorized to provide such services.
11. Both Parties agree to hold this Agreement, and all specific details and compensation provisions of such agreement as confidential, proprietary information not to be divulged to any third party for a period of three (3) years from the termination of this agreement unless with the express written consent of the other Party. Other aspects of this Agreement may be disclosed as mutually agreed upon in writing.
12. This Agreement shall not be construed to create a joint venture, general partnership, or create the relationship of principal and agent between the Parties herein. This Agreement is strictly for the purpose of permitting joint promotional and marketing activities as well as to provide for the installation of telecommunications facilities and services.
13. Each party agrees to indemnify and hold harmless the other party from and against any loss, costs, damages, claims, expenses (including attorneys' fees) or liabilities by reason of any injury to or death or disease of any person, damage to or destruction of

loss of any property or any other damages arising out of, resulting from, or in connection with the performance or nonperformance of the obligations contemplated by this Agreement which is caused in whole or in part by an act, omission, default or negligence of the party or its employees, the failure of the party to comply with any of the terms and conditions herein or the failure to conform to statutes, ordinances, or other regulations or requirements of any governmental authority in connection with the performance of the obligations provided for in the Agreement. Each party shall, at its own cost, expense, and risk, defend any claim, suit, action or other legal proceeding for which that party is hereunder obligated to indemnify an indemnitee.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly authorized representative as of the date first written above.

For BellSouth Telecommunications, Inc.:

For Property Management:

By its Authorized Agent, BellSouth Business Systems Inc.

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of foregoing has been furnished by U.S. Mail to the following parties of record this 26th day of August, 1998:

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