

NANCY B. WHITE
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July 23, 2004

Mrs. Blanca S. Bayó
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

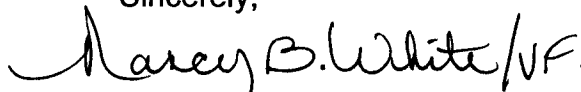
**Re: Docket No.: 031132-TP
Petition of Florida Digital Network, Inc. d/b/a FDN Communications
for Suspension of or For a Stay of the Effective Date of BellSouth
Telecommunications, Inc.'s 2004 Key Customer Promotional Tariff
Filing December 17, 2003**

Dear Ms. Bayó:

Enclosed is BellSouth Telecommunications, Inc.'s Key Customer Program
Subscriber Election – Florida Contract to be filed in the captioned docket.

Copies have been served to the parties shown on the attached Certificate of
Service.

Sincerely,


Nancy B. White

Enclosures

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey

**CERTIFICATE OF SERVICE
Docket No. 031132-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
Electronic Mail and First Class U. S. Mail this 23rd day of July, 2004 to the following:

Felicia Banks
Linda Dodson
Staff Counsels
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
(850) 413-6212
fbanks@psc.state.fl.us
ldodson@psc.state.fl.us

Matthew Feil
FDN Communications
2301 Lucien Way, Suite 200
Maitland, FL 32751
Tel. No. (407) 835-0460
mfeil@mail.fdn.com


Nancy B. White



BellSouth® Key Customer Program Subscriber Election - Florida

The undersigned Subscriber desires to participate in the BellSouth Key Customer Program (the "Program"), and agrees to the following:

- 1. Subscriber is an existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber located in Florida and has Monthly Billed BellSouth Regulated Charges* (as defined in the applicable BellSouth tariff) at each such location between \$75 and \$3,000 excluding hunting, analog private line, ISDN PRI, BIST1, Frame Relay and MegaLink charges. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff ("G.S.S.T.") or Private Line Services Tariff for a minimum of twenty-four (24) or thirty-six (36) months from the enrollment date in the Program. Participation in the Program begins on the date the Subscriber commits to a term election and BellSouth accepts (unless voided by BellSouth). Depending upon 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 term election agreement. Subscriber will earn for each such month of the term a reward in an amount equal to the applicable reward percentage multiplied by the Subscriber's Monthly Billed BellSouth Regulated Charges; in addition, if applicable, Subscriber will earn for each month of the term a reward for Hunting Service equal to the applicable reward percentage multiplied by the Subscriber's hunting charge.
2. Subscriber agrees to the following term and reward (Check One): _____ (Initial)

Table with 3 columns: Monthly Billed BellSouth Regulated Charges*, Term, and Reward Percentage. Rows include \$75-\$3,000.00, Twenty-Four (24) Month Term, and Thirty-six (36) Month Term.

*The Monthly Billed BellSouth Regulated Charges consist of end-user monthly billed BellSouth regulated charges at qualifying locations excluding: non-Program services, non-regulated charges, other fees or surcharges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

- 3. The Hunting Reward will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the election Subscriber chooses. (Hunting is also defined as Rotary Line Service). Complete Choice for Business customers are not eligible to receive the hunting reward.
4. Subscribers who participate in the promotion and also subscribe to new service during the promotional period will not be billed for the line connection charges associated with the service order. This will include the line connection charge (first and additional lines, line equivalents and trunks).
5. The applied rewards for any given month will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill in a subsequent billing period, usually within one or two billing cycles. Subscriber will receive the reward associated with Subscriber's Monthly Billed BellSouth Regulated Charges* (as defined in the applicable BellSouth tariffs) for the respective month in each state while this term election is in effect. If such charges fall below the minimum charges per month, rewards will not be applied for such locations. Should Subscriber's charges exceed the \$3,000 requirement, the Subscriber will only receive the maximum reward allowed under this Program for charges up to \$3,000. _____ (Initial)
6. Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least 60 days prior to expiration, then upon expiration of the initial term, the term election agreement shall automatically renew for another term as initially selected. BellSouth will provide written and/or verbal reminders to the Subscriber of the term election agreement expiration date and the automatic renewal provision beginning approximately 180 days prior to its expiration depending on 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 charges for services. _____ (Initial)
7. In the event the Subscriber terminates the term election agreement, the Subscriber agrees to pay liquidated damages 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. No charge will be assessed if the Subscriber maintains some level of local regulated service with BellSouth under this agreement for the agreed upon term. Payment of this charge does not release the Subscriber from other previous amounts owed to BST. _____ (Initial)

Table with 2 columns: Monthly Billed BellSouth Regulated Charges* and Set charge to be multiplied by number of months remaining on term. Row includes \$75-\$3,000 and \$30.

- 8. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office to advise of the change in service location.
9. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.
10. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.
11. This term election 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.
12. I understand that my signature constitutes my company's (as set forth below) enrollment in the BellSouth Key Customer Program under this term election agreement and the applicable tariffs; I have authority to commit my company to this term election agreement.

Form fields for Subscriber information: SUBSCRIBER: (Business Name on account), (Business Address), By: (Signature), City/State, Print Name, (Business Telephone Number), Title, (Additional Business Telephone Number(s)), Date, E-Mail Address (optional).

Version 040904
Representative Name _____ CUID _____
Telephone # for Questions _____ Migration Term Agreement