

MEMBER SERVICES TARIFF
MOBILE TELEPHONE SERVICE
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MEMBER SERVICES TARIFF

MOBILE TELEPHONE SERVICE

I. APPLICATION

A. This Section applies to mobile services furnished or made available by The Valley Telephone Cooperative, Inc., and participating telephone companies with which mobile service business is interchanged, within the areas in which mobile service is furnished. The rules and regulations in this Section are in addition to the rules and regulations contained in Section 3 of this Tariff.

B. If this tariff conflicts with any rules and regulations of (1) the Federal Communications Commission, (2) the Public Utility Commission of Texas, or (3) the Bylaws of the Cooperative, the determined authority will apply.

II. REGULATIONS

A. Mobile telephone service is a service providing mobile and fixed radiotelephone communication service between a wire telephone and mobile or fixed station radiotelephone, between two mobile or fixed station radiotelephones, and signaling service through a land radiotelephone base station.

B. Availability of Service

Except as otherwise specified herein, mobile services are available to mobile units equipped for such services, when within range of a base station, subject to transmission, atmospheric and like limitations.

C. Provision of Equipment

1. The radiotelephone equipment at the mobile station and/or fixed station may be provided either by the Cooperative or by the customer as desired.

2. All installation of equipment (equipment includes associated items necessary to the furnishing of service) furnished by Valley Telephone Cooperative, Inc., on the Cooperative's premises and at the mobile station is done by the Cooperative. Equipment furnished by the Cooperative at the mobile station is the property of the Cooperative, whose agents and employees have the right to enter the premises and the mobile station at any reasonable hour for the purpose of installing, inspecting or repairing, or upon termination of the service, the removing of the equipment.

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II. REGULATIONS (Continued)

C. Provision of Equipment (Continued)

3. As a condition of providing mobile telephone service, the customer agrees to be liable for and to reimburse the Cooperative for the full expense, including legal fees, of locating and recovering Cooperative equipment that is not returned to a location designated by the Cooperative upon discontinuance or denial of service as provided by in Section 3, Suspension and Termination of Customer Service in this tariff.

D. Classification of Service

Mobile Telephone service is available on a flat rate basis. Service is furnished to mobile stations of customers who contract for service in the mobile service areas and, except as otherwise specified, are for service between the mobile station and any wire telephone within the mobile service area, or between two such mobile stations reached through the same base station.

E. Limitations of Service

The Cooperative reserves the right to refuse to connect calls to or from any transient mobile station which regularly places more calls through one particular foreign base station than through its base station of registry.

The Cooperative reserves the right to limit the length of local conversations.

F. Transfer of Service

The service or any rights associated therewith may not be assigned or in any manner transferred.

III. UNDERTAKING OF THE COOPERATIVE

A. The Cooperative's obligation to furnish radiotelephone service is dependent upon its ability to secure and retain suitable facilities and rights for the construction, operation and maintenance of the necessary equipment.

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III. UNDERTAKING OF THE COOPERATIVE (Continued)

B. In connection with general and dispatching service, the Cooperative does not undertake to transmit messages, but offers the use of its facilities for communications between its customers.

C. In connection with signaling service the Cooperative undertakes only to transmit a signal for the purpose of actuating a signal at the mobile station and accepts no responsibility for the transmission of further intelligence.

IV. OBLIGATION OF THE CUSTOMER

A. The calling party (or customer) shall establish his identity in the course of any communications as often as may be necessary.

B. The calling party (or customer) shall be solely responsible for establishing the identity of the person or persons with whom the connection is made at the called station.

C. The customer is required to exercise all reasonable precaution to protect the equipment against theft and damage and upon termination return in good condition all the equipment furnished by the Cooperative, reasonable wear and tear excepted.

D. The customer is required to make available for periodic inspection and tests the mobile station equipment furnished by the Cooperative at a time and location mutually agreed upon by the customer and the Cooperative.

E. The customer shall maintain and provide the Cooperative with all radio licenses required on behalf of the customer.

V. LIABILITY OF THE COOPERATIVE

A. The Cooperative is not liable for damages for any accident or injury occasioned by the mobile station or by supplementary apparatus provided in connection therewith when such accident or injury is not due to the negligence of the Cooperative.

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V. LIABILITY OF THE COOPERATIVE (Continued)

B. When the lines of other telephone companies are used in establishing connection to points not reached by the Cooperative's facilities, the Cooperative is not liable for any act or omission of the other Company or Companies.

VI. INITIAL CONTRACT PERIOD AND TERMINATION OF SERVICE BY CUSTOMER

A. The initial contract period for Mobile Telephone Service is three months, one month payable in advance.

B. Service or facilities may be terminated by the customer at any time, subject to payment of full charges for the period service is rendered, except that, if termination occurs within the initial contract period, charges apply for the full initial contract period.

VII. MAINTENANCE AND REPAIR

All ordinary expense for maintenance and repair of equipment provided by the Cooperative is borne by the Cooperative. The customer will be responsible for damages to or loss of apparatus or wiring installed by the Cooperative at mobile station when caused by his negligence but not the normal wear and tear or for causes beyond his control. The customer may not rearrange, disconnect, remove or attempt to repair any equipment or wiring owned and installed by the Cooperative or permit others to do so.

VIII. SPECIAL EQUIPMENT AND ARRANGEMENTS

Special equipment and arrangements furnished in excess of radio unit and accessory kit are provided in accordance with Section 6, Special Service Arrangements.

IX. MISCELLANEOUS DEVICES PROVIDED BY CUSTOMER

A. Customer-provided accessories may be used with the facilities furnished by the Cooperative for telecommunications services as provided in Section 13, Part III, E.

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X. APPLICATION OF RATES

Rates for flat rate mobile telephone service quoted in this tariff entitle the customer to local calls (without toll charges) to all local telephones connected to a central office or offices of the exchanges within the flat rate mobile service area, and to other mobile units within range of the mobile telephone service base station.

A. Mobile Telephone Serving Exchanges and Calling Scopes

1. Lasara Exchange

Calling scope includes Lasara, Raymondville and Hargill Exchanges, when within a 30 mile radius of the Lasara base station.

2. San Perlita Exchange

Calling scope includes Stillman, Raymondville, Port Mansfield, and San Perlita Exchanges, when within a 30 mile radius of the San Perlita base station.

B. Rates and Charges

Mo. Rate I.N.C.
 (1)

Multichannel tone dial mobile set including transmitter, receiver, accessory kit and associated wiring equipped with eleven (11) channels.

65.00 100.00

Multichannel tone dial mobile set including transmitter, receiver, accessory kit, abbreviated dialing with 10 number capacity and last number dialed recall, and associated wiring equipped with eleven (11) channels.

75.00 100.00

Note: (1) Outside Service calls to field locations and vehicles that cannot be serviced in our shop will be billed on a cost basis considering time, mileage and materials required.

(2) Applicable service charges as shown in Section 5, Service Charges.

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X. APPLICATION OF RATES (Continued)

C. Obsolete Rates and Charges

The equipment rates listed below are applicable to existing customers only. This equipment and rates are not offered as a new service, and will be moved, changed or additions made thereto that can be made from existing stock or for as long as equipment can be properly maintained.

Obsolete services and equipment are furnished subject to the rules and regulations of this tariff which would be applicable if the service offering were not obsolete.

	Mo. Rate	I.N.C. (1)
Multichannel rotary dial mobile set including transmitter, receiver, accessory kit and associated wiring and equipped with three (3) channels.	\$39.50	\$100.00

Note: (1) Outside Service calls to field locations and vehicles that cannot be serviced in our shop will be billed on a cost basis considering time, mileage and materials required.

(2) Applicable service charges as shown in Section 5, Service Charges.