

Verizon New England Inc.

8. Subleasing Arrangement

8.1 Description

Unless otherwise specified herein, general regulations contained in Part A, Sections 1 through 4 apply in addition to the regulations contained in this Section. All terms and conditions for physical collocation as described in Sections 1 and 2 will also apply. In addition, the following terms and conditions will apply to subleased cages.

8.1.1 General	
A.	A CLEC with physical collocation service under this section shall have the right to sublease its physical collocation arrangement with one or more additional entities, provided that all such entities are qualified to be collocators under this section and applicable provisions of law. All such entities must limit their collocation activities to those permitted under the tariff provisions specified herein.
B.	For established physical collocation arrangements, the initial CLEC is the Collocator of Record (COR), or the host collocator. The other collocator participating in the subleasing arrangement is referred to as the guest. The COR and guest must each be collocating for the purpose of interconnecting to Telephone Company services. When two or more collocators request establishment of a new physical collocation arrangement to be used as a subleased cage, one of the participating CLECs must agree to be the COR and the other to be the guest. 1. The COR is the Telephone Company's customer, and has all of the rights and obligations applicable under this tariff to CLECs purchasing physically collocated interconnection arrangements, including, without limitation, the obligation to pay all applicable charges, whether or not the COR is reimbursed for all or any portion of such charges by the guest. 2. Neither this tariff, nor any actions taken by the Telephone Company or COR in compliance with this tariff, shall create a contractual, agency, or any other type of relationship between the Telephone Company and the guest collocator in a subleasing arrangement; and the Telephone Company does not assume any liability or obligation to the guest for any actions of the COR. 3. A guest must be a CLEC. 4. The involved collocators are solely responsible for determining whether to sublease a cage, and if so, upon what terms and conditions.
C.	The COR must notify the Telephone Company in writing of its intention to sublease its multiplexing node space.
D.	All occupancy and specific collocation arrangement communications will be between the COR and the Telephone Company as specified in this tariff.

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8.1.2 Orders for Service	
A.	Orders for connection to Telephone Company services must be placed by the COR.
1.	The COR and guest may agree that such orders may be placed by the guest on behalf of the COR, but in such cases the Telephone Company must be provided with an acceptable letter of authorization explicitly authorizing the guest to place such orders.
2.	When an order is placed by the guest in conformity with this section, the Telephone Company will send bills for the ordered services to the guest, and will accept payments from the guest to be applied to its own account.

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8. Subleasing Arrangement**8.2 Responsibility of the Telephone Company**

8.2.1	Description
A.	The Telephone Company will issue only one identifying multiplexing node and POT bay common language location identifier code and provide it to the COR.
B.	The Telephone Company will not split bill any of the rate elements associated with the collocation cage between the COR and its tenant (e.g., recurring square foot charges, power, cable racking).

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8.3 Responsibility of the Host & Guest

8.3.1 Description	
A.	The guest must comply with the same Telephone Company rules and regulations and municipal/zoning regulations as are applicable to the COR.
B.	The COR assumes the responsibility for the guest's violation of all tariff regulations and other requirements related to a subleased physical collocation arrangement and will be liable for any damage or injury to the Telephone Company caused by the conduct of the guest, to the same extent as the COR would be liable if it had engaged in such conduct itself. The COR will also indemnify the Telephone Company against any third party claims resulting from the guest's conduct, to the same extent as it would be responsible for such indemnification if it had engaged in such conduct itself.
C.	Connecting facility assignment (CFA) functions are the responsibility of the COR.
D.	The COR will remain responsible for all costs associated with the cage (e.g., cage construction, POT bay installation).