

C Locating Services
P 687 Alderman Rd. Suite 126
L Palm Harbor, FL 34683
800-785-2818

ORIGINAL

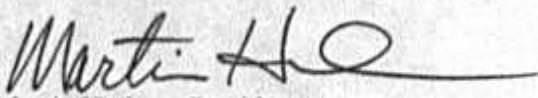
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MAIL ROOM

October 7, 1997

B. Bayo
Public Service Commission
2540 Shurmart Oak Blvd.
Tallahassee, FL 32399-0850

This letter is to copy you with a letter of response that was sent to Mr. Richard Glasspoole regarding his letter of complaint dated October 3, 1997. Please file this with his letter that you received and if there are any questions, please feel free to contact me at the above address.

Thank you for your attention to this matter.



Martin Hudson, President
CPL Locating Services, Inc.

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DOCUMENT NUMBER-DATE
~~10408~~ OCT-95
FPSC-RECORDS/REPORTING

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October 7, 1997

Mr. Richard Glasspoole
6310 S.W. 100th Loop
Ocala, FL 34476

Re: Letter dated October 3, 1997

Dear Mr. Glasspoole:

This letter is in response to the above referenced letter that our office received this morning. I would like to respond to your accusation that our office is part of a "scam being perpetrated on Florida residents". We have been doing business in the State of Florida and nationwide for more than six years. I am sure that there have been some dissatisfied customers over the years, but we have always attempted to correct any problem and work with our customers. Unfortunately, as with most businesses, not every customer is satisfied no matter what we do for them.

Your reference to calling my office "many times" was a little erroneous to say the least. We log each call that comes into our office and that log is backed by our long distance service that breaks down all of our 800 calls by area code. Upon review of our phone log, I found that you had called our office and left your name and phone number on May 1. Your next call to our office came in on May 12, at which time you left your name and number for Ben Ammons, your locator. No other calls were logged into our office and no further correspondence was received from you via phone, fax or postal service until your letter referenced above.

If you recall our conversations and any subsequent paperwork, (i.e. Contract for Locating Services) you will see that our company never makes any specific claim as to potential revenues. We do provide you with a guarantee that allows for us to relocate any phone that "is not generating a profit within the first ninety days of operation" or buy back the phone equipment at the end of one year, should you not recoup your investment in the phone equipment. This guarantee is subject to specific records being submitted on a monthly basis, which upon review of your file, you have failed to provide. (See attached *Contract For Locating Services and One Year Buy Back Guarantee.*)

Again referring to the Contract for Locating Services that you signed with our company, you will note in paragraph 4 that "the Company shall obtain the best accounts possible under the current existing local conditions". We do attempt to secure locations that are occupied by the LEC (Local Exchange Company) in your area, but we also discuss the fact that you will also be placed in new locations that may or may not have had a pay telephone operating on that property in the past. We cannot guarantee to anyone that all of their locations will be replacing existing LEC phones as conditions vary not only state to state but region to region with each state.

In response to the two locations that you were required to remove by property owners, without knowing what specific locations or talking to the business owners, I cannot make an educated guess as to what the circumstances were when Ben Ammons was in their place of business talking to them or what the conversation may have been. I can tell you, from more than six years of working in the field, that to a point you are at the mercy of the business owner that you are in front of when trying to secure the location. Even though we try to ask several times, during our conversation with a business owner, if they have the authority to place a pay telephone on their property, we still get an owner that will not be familiar with his lease or may feel that his landlord will not mind if he gives us permission to install a phone. In these cases, we will be more than happy to re-locate those phones, unfortunately, sometimes more than one phone call may be necessary to get the response that you want. You also have the use of the U.S. Postal Service, FedEx, UPS and I have a fax line that allows you several means of contacting me if your first and only phone call to my office was not returned to your satisfaction.

It appears that you may have had selective hearing during our phone conversations and only heard the things that you wanted to and disregarded the bulk of our conversations. That is the reason we send out a contract for you to read and understand before coming in to do any work with you. That way, you have the opportunity to read and ask questions before contracting with our company to do your location work. I have enclosed another copy of the contract and guarantee that you signed for your review.

Sincerely,



Martin Hudson, President
CPL Locating Services, Inc.

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CONTRACT FOR LOCATING SERVICES

This agreement entered into between CPL Locating Services, Inc., hereinafter referred to as the Company, and RICHARD SHAWPOOLE, hereinafter referred to as the Equipment Owner(s), this 4 day of APRIL 1997, under the following terms and conditions:

The Company will obtain 7 locations for the placement of Pay Telephone(s) for the Equipment Owner(s), each unit placed at any given address will be considered a separate placement. The terms and conditions of the placement agreements (lease contracts) shall be decided by the Equipment Owner(s) and the Company, or its agent, prior to commencement of the actual work. The Company retains the right to expand the preferred area, if necessary, to complete its assignment.

It is understood that the Company is an independent marketing company solely contracted by and for the Equipment Owner(s), and should not in any way be considered as an agent for the manufacturer or any other communication and/or telephone company. Both parties agree that the Company is not responsible now, or in the future, for the shelf life, durability, or the performance of the Equipment Owner(s)'s products. It is further understood that the Company makes no guarantee as to the specific revenue results from any location obtained for the Equipment Owner(s), except as contained within the express guarantee provided by the Company. In the event that a guarantee is issued to the Equipment Owner(s), it will be treated solely as a warranty and this contract will be considered fully complied with, fulfilled and satisfied by the Company upon obtaining signed placement agreements for Pay Telephone(s) on behalf of the Equipment Owner(s). The Equipment Owner(s) is free to place its equipment at any location of its own procuring or choosing.

It is mutually agreed that the Company shall obtain the best accounts possible under the current existing local conditions, within a reasonable period of time. In the event of unforeseen problems such as, but not limited to, illness, accidents, acts of God or other circumstances beyond its control, the Company shall be granted a reasonable extension time thereafter, to complete its work. In the event that the Equipment Owner(s) requests cancellation of this agreement for any reason prior to the Company completing its work, any and all deposits paid by Equipment Owner(s) will be retained by the Company as liquidation damages. Should any legal action occur as a result of the enforcement of this agreement, jurisdiction will be the State of Florida, and venue will be the County of Pinellas. Should it become necessary for either party to incur any costs, expenses and/or attorney's fees, in connection with the enforcement of this agreement or any portion thereof, the losing party agrees to pay to the prevailing party such reasonable costs, expenses and/or attorney's fees incurred by the prevailing party. The amount of liability to the Company under this contract is limited to not more than the amount paid for services to the Company in the form of a deposit as listed below.

The total cost of the above services is \$2100.00.

Total amount to be paid in advance.

A deposit of \$1050.00 payable with order, and the balance paid to the locator upon location approval.

*** Please Make Cashier's Check Payable to CPL Locating Services, Inc.***

This contract constitutes the total agreement between both parties, no other agreements of any kind, expressed or implied, written or oral exist, except as herein set forth. I have read and understand all the conditions as set forth in this agreement and by signing do hereby agree with said conditions.

Richard Shawpoole
Equipment Owner

Date

Mart [Signature]
CPL Locating Services, Inc.

Date

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ONE YEAR BUY BACK GUARANTEE

OPERATOR NAME: RICHARD GLASSPOOLE PHONE: 352 873-4017
ADDRESS: 4310 SW 100TH LOOP
CITY: OCALA STATE: FL ZIP: 34476

CPL Locating Services, Inc., hereafter referred to as the Company, will provide the original location lease(s) as provided for in the contract for locating services. It is also agreed between the Company and Equipment Owner listed above that the following guarantee will be provided:

THE COMPANY AGREES TO BUY BACK THE PAY TELEPHONE ROUTE ESTABLISHED FOR THE EQUIPMENT OWNER AFTER A PERIOD OF ONE (1) YEAR OR RELOCATE ANY PHONE THAT IS NOT GENERATING A PROFIT WITHIN THE FIRST NINETY (90) DAYS OF OPERATION PROVIDED THAT THE FOLLOWING CRITERIA IS MET:

- 1) THE EQUIPMENT HAS NOT GENERATED GROSS REVENUES IN THE AMOUNT EQUAL TO HIS/her INITIAL INVESTMENT FOR THE PAY TELEPHONE EQUIPMENT. THE DOLLAR AMOUNT OF THE EQUIPMENT WILL BE THE ACTUAL COST PAID FOR THE EQUIPMENT AND ANY HARDWARE REQUIRED FOR THE INSTALLATION OF THE PHONE. (i.e. ENCLOSURES, PEDESTALS, MASTS, ETC.) THE INVESTMENT FOR EQUIPMENT WILL NOT INCLUDE THE COST OF LOCATING OR THE COST OF INSTALLATION FOR THE EQUIPMENT.
- 2) THE BUY BACK AMOUNT WILL BE THE ACTUAL COST OF THE EQUIPMENT LESS ANY AND ALL REVENUES (GROSS REVENUES) COLLECTED DURING THE ONE (1) YEAR PERIOD OF OPERATION.
- 3) ALL PAY TELEPHONE EQUIPMENT MUST BE ON LOCATION FOR ONE (1) FULL YEAR, AND BE INSTALLED UNDER THE TERMS OF THE OPERATOR'S CONTRACT WITH THE MARKETING COMPANY IF ANY EQUIPMENT IS REMOVED FROM A LOCATION, IT MUST BE RE-LOCATED AND BE IN OPERATION FOR ONE (1) YEAR IN ORDER TO QUALIFY FOR THIS GUARANTEE.
- 4) THE FOLLOWING RECORDS WILL BE PROVIDED TO THE COMPANY ON A MONTHLY BASIS AND WILL BE SENT TO THE COMPANY WITHIN TEN (10) BUSINESS DAYS OF RECEIPT TO THE EQUIPMENT OWNER:
 - A.) RECORDS SHOWING NO LESS THAN TWICE A MONTH SERVICING OF EACH PAY TELEPHONE LOCATION.
 - B.) RECEIPTS OF ALL COMMISSIONS PAID TO EACH PAY TELEPHONE LOCATION.
 - C.) COPIES OF TELEPHONE LINE CHARGES AND BILLABLES FOR EACH PAY TELEPHONE LOCATION FROM THE LOCAL TELEPHONE COMPANY.

The Company will not be held responsible under this guarantee if the lack of revenues generated are due to excessive "down time" because of, but not limited to, poor or faulty equipment, lack of service by the Equipment Owner or the loss of a business location or vandalism. The Company also will not be held responsible for the loss of any business location where the equipment has not been installed within a reasonable time from the date on the location lease of that business location. A reasonable time shall be defined as not more than thirty (30) days from location lease date.

This guarantee is provided by the Company for the benefit of the Equipment Owner listed above and is not transferable. Failure by the Equipment Owner to comply with any of the provisions listed above will void the guarantee. This guarantee will only apply to the first year of actual operation of the pay telephone equipment and will not apply to any subsequent years of operation. The Company will have ninety (90) days from notice by the Equipment Owner in which to execute repurchase under this agreement.

Should any legal action occur as a result of the enforcement of this agreement, jurisdiction will be the State of Florida, and venue will be the County of Pinellas. Should it become necessary for either party to incur any costs, expenses and/or attorney's fees, in connection with the enforcement of this agreement or any portion thereof, the losing party agrees to pay to the prevailing party such reasonable costs, expenses and/or attorney's fees incurred by the prevailing party. The amount of liability to the Company under this contract is limited to not more than the amount paid for services to the Company in the form of a deposit. This agreement is entered into between the Company and the Equipment Owner this 4th day of April, 1997.

This is an express guarantee and no implied warranties or guarantees exist or are intended. I have read and understand the terms of the agreement and by signing do hereby agree with the terms as set forth.

Richard Glasspoole
EQUIPMENT OWNER

Martin [Signature]
CPL LOCATING SERVICES, INC.

4/7/97