



GENESIS® Associate

GENESIS® Student who has taken and successfully completed CONSTRUCTION 201: Basic Pool Construction and ENGINEERING 211: Basic Fluid Engineering and who complies with the principles outlined in the Standard Operating Procedure for GENESIS Membership Classifications.

SWD® Registered

All GENESIS Students who have completed the 150 hours required for Society of Watershape Designer (SWD) Certification, including the seven core principal courses, D101, D201/2/3/4, D211, D231, D271, C201, E211, and elective credits, and who complies with the principles outlined in the Standard Operating Procedure for GENESIS Membership Classifications.

SWD Registered:

- Accepts and abides by Society Terms and Conditions, Logo Terms and Use and completes SWD Registered application.
- Pays annual dues of \$750
- Maintains 12 CEUs per year. Note: GENESIS may accept courses that are third-party accredited. Use Education Waiver Form to seek approval prior to registering.

SWD® Master

SWD Registered member in good standing who:

- Complies with the SWD Master application process and whose completed application is endorsed by a unanimous vote of the AB
- Accepts and abides by Society Terms and Conditions and Logo Terms and Use
- Pays annual dues of \$1,500
- Maintains 12 CEUs per year. Note: GENESIS may accept courses that are third-party accredited. Use Education Waiver Form to seek approval prior to registering.
- Annually gives back to the Society, or to the industry, such as by:
 - Attending conferences and Society meetings and events
 - Teaching a GENESIS course (hours taught = CEUs earned)
 - Contributing to Blog / Forum
 - Writing or contributing to article(s) for trade magazines
 - Serving on the Advisory Board, Education Board, or one of its Taskgroups
 - Serving on a Board within the industry (NESPA, IPSSA, NPC, CPSA, etc.)
 - Serving as a Subject Matter Expert for PHTA/GENESIS product development
 - Serving as a mentor to a SWD Registered member
 - Making a difference in other ways, to be brought to attention of and approved by AB



Benefits of Society Membership

BENEFITS	SWD® Master	SWD® Registered	GENESIS® Associate
Authorized Logos and Digital Seals	Master logo	Registered logo	Associate logo
% Discount on Genesis University® education	20%	10%	5%
Acknowledged as an member on GENESIS® website	Yes	Yes	
Eligible to serve as Technical Assistants during GENESIS® schools	Yes	Yes	
Invited to Annual SWD Masters meeting at International Pool Spa Patio Expo	Yes		
Receive special callouts in print advertising and social media	Yes	Yes	Yes
Eligible for discounted media rates and digital opportunities for SWD Masters	Yes		
Acknowledged as an member on GENESIS website	Yes	Yes	Yes
Acknowledged as an member on Society websites	Yes	Yes	
Have dedicated page on Society websites	Yes		
Projects featured in GENESIS® advertising and GENESIS® educational programs	Yes	Yes	
Receive media inquiries for information and interviews	Yes		
Eligible to be elected to Advisory Board	Yes		

* Discounts are available following successful completion of the course, except for those courses offered at the International Pool | Spa | Patio Expo, to which other discounts apply. Discounts must be requested through email within 30 days to GENESIS Director of Operations, Lisa Ryckley (lisa@genesis3.com), "Director".



EXHIBIT C. GENESIS® and SOCIETY OF WATERSHAPE DESIGNERS® TERMS AND CONDITIONS

1. **Intellectual Property.** All Genesis University® (hereinafter referred to as “GENESIS®”) courses, materials, books, logos, brands, images, processes, and procedures are the sole property of GENESIS® and its owners and assigns. All GENESIS® course presentations are protected by U.S. copyright laws and shall not be replicated by any person or entity without written permission.
2. **Terms.** All Members must read, acknowledge, and abide by the terms and conditions set forth in the following documents available at www.genesisuniversity.org under “Certify” on the home page, which may change at any time at the sole discretion of GENESIS®: Logo Terms of Use, Position Statements of GENESIS® and any referenced standards, Position Statements of the American Shotcrete Association and any referenced standards, and these Terms and Conditions.
3. **Codes / Other.** All Members must be aware of, and make reasonable attempts to comply with, all applicable federal, state, county, and city codes including, but not limited to, International Building Code, International Residential Code, International Fire Code, International Energy Conservation Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, National Electric Code, Model Aquatic Health Code; acquire licenses; file permits; and, maintain proper insurance, as required.
4. **Conflict of Interest.** All Members shall avoid conflicts of interest including transactions, relationships, services, or considerations which are, or appear to be, contrary to the best interest of GENESIS® or the Society of Watershape Designers® (“Society”); or where the interests of a member or other organization are placed above the Society itself. Members agree not to modify, revise, edit, or create derivative works from GENESIS® course materials, brands, logos, in whole or in part, or to derive personal gain from the goodwill associated with GENESIS® or the Society, whether to directly or indirectly compete with GENESIS® or the Society, or for any other purpose.
5. **Behavior.** GENESIS® and the Society reserve the right to approve applicants for, or expel applicants from, any of its schools, programs, or certifications. Students must act in an appropriate professional, moral, drug-free, and ethical manner, in class and in the marketplace else be subject to suspension or expulsion.
6. **Release.** Members hereby freely and voluntarily, jointly and severally, release the officers, members and staff of GENESIS® and the Society from all liabilities, claims, or demands whatsoever arising from the actions, including but not limited to any personal injury to you or others associated with you whether such injury or damage is caused by actions of the elements or by acts or omissions of any such parties, whether such injury or damage occurs prior to, during, or after the event. The person attending GENESIS® courses shall indemnify GENESIS® from liability that may result from the participant’s or participant’s party’s actions or failure to act in any manner whatsoever.

EXHIBIT D. LOGO TERMS OF USE

1. The Pool & Hot Tub Alliance (PHTA) logo, which shall only be used by PHTA, GENESIS® and authorized agents for digital or print media is shown here:



2. The GENESIS® base logo which shall only be used by PHTA, GENESIS® and authorized agents for digital and print media is shown here:

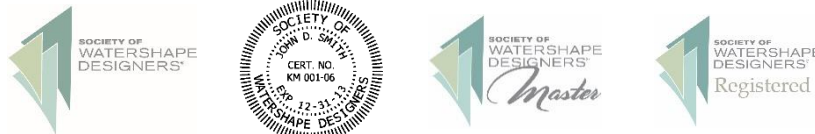


3. A specific variant of the GENESIS® base logo includes a subtitle sponsor, which shall only be used by current sponsors.

4. A specific variant of the GENESIS® base logo includes a subtitle Associate, which shall only be used by students who successfully complete GENESIS® CONSTRUCTION 201 and GENESIS® ENGINEERING 211, pay the annual enrollment fee, accept terms and conditions and keep up their continuous education requirements.



5. The design mark for Society of Watershape Designers has been classified as a certification mark. SWD® is also a certification mark to be accompanied by the text Registered or Master – the two certification levels within the Society of Watershape Designers®. In addition to a logo, GENESIS® created a seal for the Society of Watershape Designer certifications for use by SWD Registered and SWD Masters. Neither logo nor seal can be used in a way that gives the appearance that a person has achieved a higher certification level than the person has actually achieved.



6. The logos here presented, as well as others within its stable of products and services, are the exclusive copyright-protected property of PHTA/GENESIS. Parties that choose to use the logo(s) due so with temporary authorization only which may be revoked at any time. If a user loses its logo privilege, they must remove it from digital and print media within 30 days and 180 days, respectively.

7. PHTA/GENESIS reserves the right to modify its logos at any time and is not responsible for expenses that may be required to update user’s digital or print media. Changes requested by PHTA/GENESIS shall be completed for digital media within 30 days and for print media within 180 days.

8. In some cases, the logos are available in other colors and grayscale for use over dark backgrounds. The logos shall not be modified by the user except for changes in proportional scale. This includes font style and spacing and color changes. The logo shall not be rearranged to move or scale the triangles relative to text. Authorized users shall obtain copies of the logo from PHTA/GENESIS. Do not copy from other sources.

9. For GENESIS® specific logos, when used for digital media (e.g. websites, e-mail signatures, social media, blogs, advertising, etc.) the image shall be clickable and shall link to <http://www.genesisuniversity.org> and no other site, subdomain or specific page within the <http://www.genesisuniversity.org> site.