



Standard Operating Procedure: Society of Watershape Designers® (SWD®) Certifications

Background

In 1998, Genesis 3, Inc., was founded to educate, certify and connect watershape professionals through coursework, projects, examination and continuing education. GENESIS is a federally registered trademark, as is the GENESIS® design mark.

Genesis University® is the creator and deliverer of the educational programs which lead to Society of Watershape Designers® (“Society”) certifications. GENESIS, a company of the Pool & Hot Tub Alliance (PHTA) is accredited by the International Association of Continuing Education & Training (IACET).

The Society’s certifications -- SWD Registered and SWD Master – and membership within the Society are strictly reserved for those industry professionals who meet the educational requirements and who exemplify the very best in both person and product.

SWD Registered individuals ultimately aspire to become SWD Masters who have proven their quality, professionalism and ethics via the submission of their work product, client references and credentials for review and formal acceptance by the SWD Advisory Board (AB).

The Society is a strong family creating the most beautiful watershapes in the world and assisting one another along the path to professional and personal excellence. Society membership is a *privilege*, not a right. This privilege may be suspended or revoked at any time.

Definitions

SWD® Advisory Board

The Society of Watershape Designers® (SWD®), or “Society,” is governed by the SWD Advisory Board (“AB”) comprised of three SWD Masters who have agreed to donate time and assistance to uphold the principles of the Society. Although there are exceptions to this rule, each member serves a three-year term on the AB; one year each as Incoming Chair, Chair and Past Chair.

The AB represents the members of the Society and leads the efforts to promote the SWD brand, directing upwards of 50% of the Society’s annual dues, to reach the:

- **Professional end-consumer**, such as architects and landscape architects, to increase Society awareness and help them to understand the credentials of its certified members. For example, a considered resource for all matters of watershape design and construction
- **Buying public**, increase awareness of Society’s certified members as qualified professionals who, can deliver the ultimate backyard living experience.

The AB establishes procedures regarding Society membership – admittance as well as expulsion. It reviews and approves applications and researches / handles complaints to ensure Society members represent the very best in person and product to fulfill water’s potential to the benefit of their clients and greater mankind.



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 (EXHIBIT C), Logo Terms and Use (EXHIBIT D) 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 (EXHIBIT G) to seek approval prior to registering.

SWD® Master

SWD Registered member in good standing who:

- Complies with the SWD Master application process (EXHIBIT B) and whose completed application is endorsed by a unanimous vote of the AB
- Accepts and abides by Society Terms and Conditions (EXHIBIT C) and Logo Terms and Use (EXHIBIT D)
- 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 (EXHIBIT G) 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 A. SWD® Registered Application Process

- I. A Candidate for SWD Registered Status (“Candidate”) must:
 - a. Have completed the seven core course curriculum and 150 hours of education
 - b. Complete the SWD Registered Application

EXHIBIT B. SWD® Master Application Process

- I. A Candidate for SWD Master Status (“Candidate”) must:
 - a. Be an SWD Registered member in good standing
 - b. Choose a current SWD Master, so certified for a minimum of three years, as a “Mentor”
 - c. Secure, from GENESIS Director (“Director”), a “SWD Master Application Checklist,” here shown as EXHIBIT F, completed with Candidate’s name, Mentor’s name, and the address of the watershapes project on which to collaborate (“Project”)
 - d. Submit to Director signed Mentor Agreement (Part I of SWD Master Application Checklist)
 - e. Collaborate with Mentor as instructed in the Agreement on (“Project”)
 - f. Provide Director with Mentor’s completed Project Checklist and Candidate’s Confirmation (Parts II and III of SWD Master Application Checklist)
 - g. Provide Director a written recommendation from another SWD Master (other than Mentor) who is familiar with Candidate’s work ethic and work product.
- II. Director shall:
 - a. Invoice Candidate for Application fee of \$500 which is nonrefundable; however, if Application is accepted, the fee may be applied towards the first year’s annual dues of \$1,500
 - b. Alert the Managing Director and the Advisory Board (AB) about the pending Application
- III. The Candidate shall pay the Application fee, submit the following to Director:
 - a. Work Product for the Project, as defined in Mentor Agreement and Project Checklist
 - b. Work Product on two other completed projects, preferably from 3 years and 1-year past.
- IV. Director shall alert Managing Director and AB when the Application is complete and ready for peer review.
- V. Within 30 days of receiving Application, a minimum of two of the three AB members shall perform the following:
 - a. Review Work Product submittals and alert Director of anything amiss
 - b. Contact the client references by phone
 - c. Contact industry vendors and subcontractors as needed to verify business practices
 - d. Interview the Mentor and the recommending SWD Master by phone
 - e. Interview the Candidate by phone.
- VI. Within 45 days of receiving Application:
 - a. The participating AB members shall write a formal report on their findings and share it with the third AB member, should he / she not have been involved in the vetting process
 - b. AB, acting unanimously, shall submit their report – containing the recommendation to either accept or deny SWD Master Status for Candidate -- including their reasoning -- to the Managing Director with a copy to the Director and the recommending SWD Master, any of whom may request a conference call with AB to discuss the matter further prior to notifying the Candidate of GENESIS®’s final decision.
- VII. Within 60 days of receiving Application:
 - a. Director shall alert the Candidate of GENESIS®’s final decision. Should the Candidate’s application be accepted, Director shall invoice the annual dues, less the \$500 application fee, less any proration or company discounts, although under no circumstances will the initial dues be less than \$500. Should the request for SWD Master status be denied, Candidate shall be eligible to reapply after one calendar year, so long as their SWD Registered status remains current.

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:

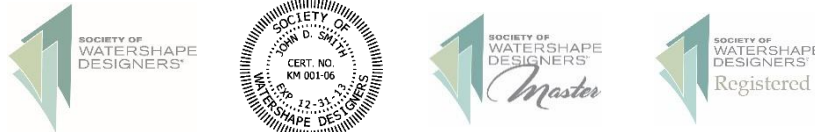


3. A specific variant of the GENESIS® base logo includes a subtitle sponsor, which shall only be used by current sponsors.

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.



EXHIBIT E: NEW SWD REGISTERED APPLICATION

Important note: This form must be completed and submitted to the Director of Operation.

Name _____ Title _____

Company _____

Address _____

City _____ State _____ ZIP _____ Country _____

Phone _____ Fax _____ Cell _____

Email _____ Website _____

Please list the names of current SWD Registered Members with whom you have a friendship and / or working relationship, if any: _____

Please list the names of current SWD Masters with whom you have a friendship and / or working relationship, if any: _____

All SWD® Registered candidates acknowledge and accept that:

- SWD Membership Terms and Conditions, stated within this SOP and found here (link), and all documents referenced therein have been read and will be abided by. **Initial here:** _____
- Applicant has completed required core courses and elective hours necessary for SWD Registered status. **Initial here:** _____
- Photograph / Headshot to be supplied with application. **Initial here:** _____

Signature of Applicant _____ Date _____

Upon acceptance into the Society, Director of Operations will invoice payment amount. Annual SWD Registered Membership Dues are \$750.00 per individual. Company discounts for multiple SWD member employees may apply.



EXHIBIT F: SWD® MASTER APPLICATION CHECKLIST

PART I. MENTOR AGREEMENT

I, [insert SWD Master Candidate’s name] of [insert company name] located at [insert company address] hereinafter referred to as “CANDIDATE” wish to apply for SWD Master status within the Society of Watershape Designers® (“SOCIETY”). I understand that part of the application process is to collaborate with a current SWD Master, so certified for three years or more. I agree, working with SWD Master, [insert SWD Master’s name], hereinafter referred to as “MENTOR” to:

- Collaborate on a certain watershapes project proposed to and approved by MENTOR located at [insert physical street address], hereinafter referred to as “PROJECT” is such a way as to enable MENTOR to complete the PROJECT CHECKLIST outlined in “PART II” of this application, and the first two items under CONFIRMATIONS, “Part III” of this application.

As MENTOR, I agree to:

- Interact with CANDIDATE and their employees, sub-contractors, vendors and clients on PROJECT such that the PROJECT CHECKLIST and the first two items under CONFIRMATIONS can be faithfully completed and signed.

The cost of this collaboration, if any, is strictly arranged between CANDIDATE and MENTOR and is outside the scope of this Agreement.

Agreed to, and submitted to **GENESIS® Director of Operations, Lisa Ryckley at 2327 Lionheart Drive, Murfreesboro, TN 37130 / 615.907.1274 / lisa@genesis3.com** (“DIRECTOR”), on this date _____ by:

MENTOR Signature

CANDIDATE Signature

MENTOR name (Print)

CANDIDATE Name (print)



EXHIBIT F: SWD® MASTER APPLICATION CHECKLIST (Cont.)

PART II. PROJECT CHECKLIST

Prior to CANDIDATE applying for Master status, MENTOR must complete the following actions, initial each and sign / date below:

- _____ I have reviewed CANDIDATE’s “Work Product” for PROJECT, defined as follows:
- ✓ concept drawings and initial client proposal
 - ✓ pre-construction documents including:
 - Site specific structural engineering signed by a licensed structural engineer
 - Site specific geotechnical/soils report (can be a simple bottom inspection/certification by a licensed geotechnical engineer)
 - any required municipality documents (permits, health department submittals etc.);
 - Full hydraulic system design documentation (not just the circulation system) - does not need to be full hydraulic engineering, but at minimum it needs to include the following items:
 - the volume of the pool and spa
 - required turnover rate;
 - size of piping required to achieve the calculated turnover rate;
 - and the pump/filter sizing
 - ✓ construction plan documents and contracts
 - ✓ deputy reports such as shotcrete – required by code; break tests; structural observations; soils observations; bottom inspections; lab tests, if any.
 - ✓ construction photographs – two to five per phase - separated into the following categories
 - pre-construction
 - excavation
 - steel installation and completion
 - plumbing installation and completion
 - shotcrete installation and curing
 - bonding photos
 - finish material installation and completion (specifically to include at least 1 tile installation photo)
 - final beauty shots, including completed mechanical area(s)
 - ✓ subcontractor lists for all sub trades involved with the specific project to assure all are properly licensed – please include license information for each sub-trade (will vary from region to region)
 - ✓ proof of final inspection completion
 - ✓ final lien releases from ALL sub trades (if necessary)

_____ I have contacted the end-consumer to determine satisfaction with construction process and end-result.

_____ I have contacted 2 or 3 subcontractors to determine satisfaction with the CANDIDATE’s business practices.

_____ I have contacted 2 or 3 vendors to determine satisfaction with the CANDIDATE’s business practices.

MENTOR Signature

Date PROJECT CHECKLIST was completed



EXHIBIT F: SWD® MASTER APPLICATION CHECKLIST (Cont.)

Part III. CONFIRMATIONS BY CANDIDATE

To initiate SWD Master application process, the CANDIDATE must initial all items below and submit completed form to DIRECTOR. (Initial)

_____ I have reviewed the GENESIS position statements with MENTOR, and hereby confirm that I understand and agree with these statements and intend to abide by them so long as I continue to be recognized as a SOCIETY member.

_____ I have reviewed the SWD Terms and Conditions with MENTOR, which is part of the Certification SOP, and hereby confirm that I understand and agree with these principles and intend to abide by them so long as I continue to be recognized as a SOCIETY member.

_____ I have solicited and shall submit to DIRECTOR a letter of recommendation from an SWD Master (other than MENTOR) who is familiar with my work ethic and work product.

_____ I shall submit to DIRECTOR, the work product as outlined in the PROJECT CHECKLIST for two additional watershape projects – in separate folders -- preferably from three and one years’ past and the sub-contractors, vendors and client-owners contact information including name, address, telephone number and email.

_____ I understand that the SWD Advisory Board (AB) may contact clients, industry vendors and / or subcontractor references to verify my credentials and reputation.

_____ I shall pay the SWD Masters Application Fee of \$500, with the understanding that it is nonrefundable; however, if accepted as a Master, the fee may be applied towards the first year’s annual dues of \$1,500. **Checks payable to National Swimming Pool Foundation, mailed to GENESIS® Director of Operations, Lisa Ryckley at 2327 Lionheart Drive, Murfreesboro, TN 37130 / 615.907.1274 / lisa@genesis3.com**

_____ I understand that the AB shall perform their review of my application and will act unanimously to either accept or deny me SWD Master status. Application does not guarantee membership. I am entitled to reasoning in case of denial and I will be eligible to reapply after one year, so long as my SWD Registered status remains current.

_____ I understand that SOCIETY membership is a privilege, not a right. The AB reserves the right to refuse or rescind membership in the SOCIETY at all times. Furthermore, GENESIS and its assigns shall be held harmless from any consequences arising from any and all decisions to grant, withhold or rescind membership in the SOCIETY.

_____ If approved as an SWD Master, I shall pay my annual dues of \$1,500 and maintain a minimum of 12 CEUs per year.

_____ If approved as an SWD Master, I shall seek to give back annually to the SOCIETY, or the industry as outlined in the SOP SWD Certification, in GENESIS position statements or as otherwise approved by AB.

Agreed to, and submitted to **GENESIS® Director of Operations, Lisa Ryckley at 2327 Lionheart Drive, Murfreesboro, TN 37130 / 615.907.1274 / lisa@genesis3.com** (“DIRECTOR”) by:

CANDIDATE Signature

Date Confirming Above Statements



EXHIBIT G: EDUCATION WAIVER FORM

NAME _____ DATE _____

COMPANY _____

STREET ADDRESS _____

CITY _____ ST _____ ZIP _____ COUNTRY _____

EMAIL _____ PHONE / CELL _____

CLASS WAIVER IS REQUESTED FOR: _____

REASON FOR WAIVER: _____

NAME OF INSTITUTION: _____

DESCRIPTION OF CLASS TAKEN: _____

COPY OF TRANSCRIPT ATTACHED YES _____ NO _____

APPROVED: _____ DENIED: _____

REASON FOR DENIAL: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

Each substitution or wavier of class must be accompanied by a \$100 check for Internal Posting
Genesis University®
2327 Lionheart Drive, Murfreesboro, TN 37130
615-907-1274
Lisa Ryckley (lisa@genesis3.com)