

Certification Challenge Exam Form

For candidates who need either the CMS or CST for licensure only.

Thank you for your interest in challenging an PHTA certification exam. Challenge exams are only available to individuals who are required to hold PHTA certifications for licensing requirements where the law does not mandate participation in the course, but successful completion of the exam only.

Please complete the following:

| | | | | |
|------------------|--------------------|-----|----|--|
| Full Name | Date | | | |
| Company Name | PHTA/NESPA member? | Yes | No | |
| Company Address | | | | |
| City, State, Zip | | | | |
| Home Address | | | | |
| City, State, Zip | | | | |
| Email | Phone Number | | | |

Please Note: Exam results will be mailed to your home address.

Certification Needed

CST—Certified Pool & Spa Service TechnicianSM CMS—Certified Pool & Spa Maintenance SpecialistSM

Have you completed the CST program? (CST Candidates Only) Yes No

Applicants requesting to take the CMS, CST, CSP or CBP challenge exam and seeking licensure to engage in pool and spa service contracting and/or seeking licensure in the pool and spa building and installation business shall:

1. Be at least 18 years of age
2. Be of good moral character
3. Meet experience requirements following:
 - CBP Certified Pool & Spa Building ProfessionalSM: 5 years
 - CSP Certified Pool & Spa Service ProfessionalSM: 5 years
 - CST Certified Pool & Spa Service TechnicianSM: 3 years
 - CMS Certified Pool & Spa Maintenance SpecialistSM: 3 years

3 Easy Ways to Test:

1. *Test at a PSI testing center near you.*
 - Computerized testing provides immediate test results and if needed, a strength and weakness report.
 - Computerized testing is available week days, weekends and most evenings.
 - PHTA will send PSI your email address so that they can set up your account and schedule your exam when it is convenient to you.
 - There is no additional cost as your exam registration fee includes computerized testing.
 - Please note this is the only option offering immediate results and an immediate strengths and weakness report.
2. *Test at an PHTA national, regional or chapter-sponsored education and testing event.*
 - A list of upcoming events can be found on the PHTA University page at www.phta.org.
 - Results and strengths and weakness report, if applicable, can be expected in 3-4 weeks.
3. *Test at a community college or university near you.*
 - Proctored exams must be taken at an accredited college or university.
 - **If you opt to take the exam at a college or university test center, or chapter event, there may be an additional exam proctor fee that you will pay directly to the proctor at the time of the exam.** These fees can vary, but typically are from \$0-\$40.
 - Results and strengths and weakness report, if applicable, can be expected in 3-4 weeks.
 - If testing at a college or university, participants are responsible for the following:
 1. Scheduling an appointment for testing at a local community college or university testing center.
 2. Submitting this form at least two weeks prior to your exam date to ensure test materials arrive on time.
 3. Providing PHTA University with the name, full mailing address and exam date in the section below.

Select One:

I would like to test at a PSI Computer Test Center.

I would like to test at an PHTA sponsored event. Date of Exam: Location:

I will test at a college near me. Date and Time: College Name:

Proctor Name/Attention To: Mailing Address:

The agreement explains the procedures, guidelines and patch/certificate usage for all participants. The agreement is designed to assist you in properly displaying your qualifications as a pool and spa professional. The opportunities and requirements of the PHTA Service Education and Certification Program are stated below.

Participant's Agreement with PHTA

The Pool and Hot Tub Alliance (PHTA) agrees to the following for the participant seeking PHTA certification:

- To inform the participant in writing, to the address listed on this application as the home address, whether he/she has successfully completed the examination and met the certification requirements. Successful PHTA-member participants will receive a wall certificate, wallet certificate and logo patch recognizing them as a being certified. Successful non-member participants will be notified of their score and receive a wall certificate only. Non-members may not communicate that they are certified, aside from hanging their certificate in their place of business, unless otherwise required by licensing.
- PHTA will allow PHTA-certified individuals who are employed by an PHTA member company, or their PHTA member employer, to advertise their certification to the public in conformance with the advertising guidelines published by PHTA.
- PHTA will not publish the examination scores, but will keep a record as to whether participants passed or failed the examination.
- PHTA will not release scores to employers or other third parties. It is at the discretion of the candidate to disclose that information.

The participant agrees to the following conditions:

- After initial certification, the participant agrees to re-certify by meeting the following requirements once every three (3) years:
 1. completing a new Recertification form;
 2. providing PHTA with evidence the participant has completed 24 Continuing Education Hours and
 3. paying a recertification fee.
- In order for a participant, or participant's employer, to advertise that the participant has earned an PHTA designation, or that the company employs an PHTA-certified individual, the participant or participant's employer must be an PHTA member in good standing and must be licensed and bonded as required by applicable state and local laws. Non-members may not communicate the fact they are certified, aside from hanging their certificate in their place of business, unless otherwise required by licensing.

- All exam, course, and application fees must have been submitted to PHTA. Without payment of all fees, scores will be withheld.
- PHTA-certified individuals and their PHTA member firms agree to conform to the guidelines established by PHTA in regard to advertising and displaying any designations of PHTA certification programs.
- All participants who successfully obtain PHTA designations as the owner or employee of one PHTA member company, are required to notify PHTA in writing within six (6) months of the date that he/she becomes the owner or employee of a different company, as well as the mailing address of the different company. If the different company is not a member of PHTA in good standing, the different company will not be permitted the right to advertise, promote, or display their employee's status as an PHTA-certified individual until they become PHTA members in good standing.
- An PHTA member firm is permitted to advertise that they employ an PHTA-certified individual only so long as an PHTA-certified individual remains with that PHTA member firm. If PHTA-certified individuals have left the firm, the PHTA member company loses the right to advertise, promote, or display the applicable credentials.
- Use of any certificate, wallet ID card, designation or logo (if issued) in violation of these rules may result in revocation of any and all rights under the program and will be considered trademark infringement subject to legal action.
- Participant acknowledges that the certification program is designed to provide generalized instruction concerning a variety of topics in the pool and spa industry. The manner, method, instrumentalities, and/or persons used by Participant in providing products and services to customers are in the sole discretion and determination of the Participant. When working on specific equipment, the Participant understands that each product has specific instructions on installation and operation. It is recommended that the Participant attend the product-specific instruction classes for the said products. Participants cannot rely on the PHTA certification program for product-specific building, repair and installation information. Participant further acknowledges that he or she will not hold PHTA, its directors, officers, staff, committee members, instructors, agents, employees, participating manufacturer and/or distributor representatives responsible for the results of the Participant's conduct, including any liability for personal injury.
- Participant, by signing this agreement, agrees to indemnify PHTA, its agents and/or employees, for all losses or damages and expenses, including litigation expenses and attorney's fees, resulting from or arising out of any conduct or activity, or failure to act

(continued on next page)

by Participant (including, but not limited to misuse or unauthorized use of the registered designation, certification, emblem and/or other reference to the applicable PHTA certification program). This document is intended by Participant and PHTA to be construed under, and be governed by, the laws of the Commonwealth of Virginia without regard to choice of law principles.

PHTA Code of Ethics

All members of The Pool and Hot Tub Alliance shall be requested to observe and be dedicated to the following principles and policies:

- To contribute to the health, safety and welfare of the public in the design, manufacture, installation, maintenance and operation of swimming pools, spas and hot tubs by complying with all applicable laws, ordinances or regulations and refraining from engaging in fraudulent or deceptive acts or practices.
- To hold all necessary federal, state and local licenses, registrations and permits.
- To respect and not infringe upon the intellectual property rights of others and to refrain from using the property of others without their prior, written consent.
- To advertise products, services and prices truthfully and consistently with all federal, state and local advertising practices requirements.
- To establish prices in a manner that does not involve collusion with a competitor and to clearly communicate such prices to potential customers or clients prior to providing such products or services.
- To provide written sales agreements when such are requested by customers or required by law.
- To comply with the terms of all agreements, oral or written, regarding the provision of products or services.

- To respond to any consumer complaints made to any governmental authority, Better Business Bureau or equivalent nongovernmental authority.
- To exclude from company ownership or senior management any person or entity who or which, within the past three (3) years, has been convicted of or pleaded no contest (or its equivalent) to any felony or other crime involving business or financial practices.
- To use the PHTA name, logo and other intellectual property only when and as permitted by PHTA, and to cease all such use upon suspension from or termination of membership in PHTA.
- To file a complaint with PHTA regarding a potential violation of this Code of Ethics only when in possession of credible evidence of such potential violation.
- To cooperate fully with any PHTA investigation of a potential violation of this Code of Ethics.

Violations of the Code of Ethics are investigated and evaluated by processes outlined in the Governance Policies approved by the PHTA Board of Directors.

I affirm, that to the best of my knowledge, all statements made within this document are both true and accurate. I further acknowledge that I have read, understood, and am committed to adhere to the PHTA Code of Ethics. I have and maintain a current file of all ANSI/PHTA standards and the PHTA Workmanship Guidelines. I commit to build all my pools and spas to meet or exceed the appropriate ANSI minimum standards, as well as the PHTA Workmanship Guidelines. Furthermore, I have read, understood, and will comply with the conditions set forth in this agreement. I understand and agree that if I do not complete all the recertification requirements promulgated by PHTA for the applicable certification program by the expiration date, my designation, registration, and advertising privileges will be terminated.

Participant’s Signature:

Date: