



**CMS/CST/CHTT Recertification Requirements**

In order to determine your continued eligibility for the designation of CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician®, please respond to the questions listed below. PHTA may require you to provide additional information to clarify your answers before PHTA can grant your recertification.

Any information found to be false, now or in the future, will constitute grounds for the termination of your certification. For the following questions, complete by checking the appropriate boxes, providing explanation when requested, and signing where indicated.

**Please respond to the following questions:**

1. Is your company a member of the PHTA in good standing? ..... Yes No  
 PHTA membership #

2. Please verify, by checking one box below, that you understand that you may not advertise your certification if your company membership is not active and paid in full, unless otherwise required by licensing.

**Yes**, my company is an PHTA member. Our dues are current.

**No**, my company is not an PHTA member. **I understand that I cannot advertise myself as a CBP or CSP.**

3. I affirm by signing below that I have participated in at least 24 hours of continuing education since my previous certification date. **Proof of completion of these courses (i.e. certificates, letters, etc.) is included with this application.** Courses may include those provided by educational institutions, held at national conferences, sponsored by manufacturers/distributors, or conducted at chapter/regional events.

**Signature**

4. Are there any pending civil actions or outstanding judgments against your firm that have remained outstanding or unsatisfied for a period of at least 12 months? ..... Yes No

If yes, please explain:

5. Have you, or has your firm, ever been convicted of a felony in the course of your business activities, or convicted of fraud or a related offense? ..... Yes No

If yes, please explain:

6. Are there any complaints lodged against you, or your firm, with the Better Business Bureau, consumer protection agencies, arbitration authorities, or local contracting boards that remain unsolved after more than six (6) months? ..... Yes No

If yes, how many complaints?

7. Do you have the most recent versions of all of the ANSI/PHTA Standards and PHTA Workmanship Guidelines? ..... Yes No

If no, please explain:

**For a complete list of ANSI/PHTA standards, visit PHTA.org, and click on Standards/ANSI/PHTA Standards. Or contact memberservices@phta.org or 703.838.0083, ext. 301.**

8. Is your company licensed (if required) and does it carry liability insurance? ..... Yes No

If no, please explain:

### PHTA Code of Ethics and Required Signature

All members of The Pool & 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 re-certification requirements promulgated by PHTA by the expiration date, my credential, registration, and advertising privileges will be terminated.

**Code of Ethics Acceptance Signature**

**Date**

### Participant's Agreement with PHTA

The Pool & Hot Tub Alliance (PHTA) agrees to the following for the participant seeking recertification of the CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician® credential:

- 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 CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician®. 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 CMS Certified Pool & Spa Maintenance Specialists®, CST Certified Pool & Spa Service Technicians®, or CHTT Certified Pool & Spa Hot Tub Technicians® who are employed by an PHTA member company, or their PHTA member employer, to advertise this level of professionalism 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 the CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician® designation or that the company employs a CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician®, 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.
- CMS Certified Pool & Spa Maintenance Specialists®, CST Certified Pool & Spa Service Technicians®, or CHTT Certified Pool & Spa Hot Tub Technicians® and their PHTA member firms agree to conform to the guidelines established by PHTA in regard to advertising and displaying any designations of the CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician® Program.
- All participants who successfully obtain the designation of CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician® 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 a CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician® until they become PHTA members in good standing.
- An PHTA member firm is permitted to advertise the CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician® credential only so long as CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician® remains with that PHTA member firm. If all CMS Certified Pool & Spa Maintenance Specialists®, CST Certified Pool & Spa Service Technicians®, or CHTT Certified Pool & Spa Hot Tub Technicians® have left the firm, the PHTA member company loses the right to advertise, promote, or display the CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician® credential.
- Use of any certificate, wallet ID card, or CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician® 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 CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician® 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 CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician® 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 by Participant (including, but not limited to misuse or unauthorized use of the registered designation, certification, emblem and/or other reference to the CMS Certified Pool & Spa Maintenance Specialist®, CST Certified Pool & Spa Service Technician®, or CHTT Certified Pool & Spa Hot Tub Technician® 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.

## Termination and Reinstatement Policy

This Application is due on or before December 31st of the year your certification expires. Failure to complete this form by that time, or by the end of the 90 day grace period (April 1st of the following year), will result in termination of your certification.

Effective January 1, 2016: You will no longer be allowed to recertify using this form after your 90 day grace period has expired and your certification is terminated. You will need to reapply for certification, submit proof of 24 continuing education hours, and sit for the certification exam. For questions or clarification, please contact the PHTA University at PHTAUniversity@phta.org or 703-838-0083 ext. 127.

**I have read and understand the conditions and agree to abide by them:**

**Participant's Signature:**

**Date:**