



Pool/Spa/Service DEALER APPLICATION

1 CLIENT INFORMATION

Code: HOUSE-SPECIAL PRICING

Business Name: _____

Address: _____

Contact: _____ Tel: _____



2 CHOOSE YOUR PACKAGE

SINGLE STORE
Ideal for Small Businesses

- Includes TWO CLASSES in ONE STORE
- Spa Dealer, Spa Service Pool Dealer
- Includes LIMITED COMPETITION IN COUNTY
- Includes business listings in Spasearch, Poolsearch, PoolPro, SpaRetailer magazines
- Bonus POP/Sales Literature Kit (1 total)
- Deluxe Web Listing on TradeCertified.com
- First Right of Refusal (Renewal)

\$399.00 ONE STORE
(MASTER SPAS PRICING)
~~\$499.00~~ REGULAR PRICE

TWO STORES
Our Most Popular Package

- Includes TWO CLASSES in TWO STORES
- Spa Dealer, Spa Service Pool Dealer
- Includes LIMITED COMPETITION IN COUNTY
- Includes business listings in Spasearch, Poolsearch, PoolPro, SpaRetailer magazines
- Bonus POP/Sales Literature Kit (2 total)
- Deluxe Web Listing on TradeCertified.com
- First Right of Refusal (Renewal)

\$798.00 TWO STORES
(MASTER SPAS PRICING)
~~\$999.00~~ REGULAR PRICE

THREE STORES
For Larger Businesses

- Includes TWO CLASSES in THREE STORES
- Spa Dealer, Spa Service Pool Dealer
- Includes LIMITED COMPETITION IN COUNTY
- Includes business listings in Spasearch, Poolsearch, PoolPro, SpaRetailer magazines
- Bonus POP/Sales Literature Kit (3 total)
- Deluxe Web Listing on TradeCertified.com
- First Right of Refusal (Renewal)

\$1,298.00 THREE STORES
(MASTER SPAS PRICING)
~~\$1499.00~~ REGULAR PRICE

3 CHOOSE YOUR STATE
↓ List State Here ↓

(Subject to Availability)

4 CHOOSE YOUR COUNTIES
↓ List Counties Here ↓

(Subject to Availability)

5 PAYMENT DETAILS



Amex Visa MasterCard Discover Check Attached (Payable to TradeCertified)

Amount Due: \$ _____ .00

(Special Instructions)
Master Spas Preferred Dealer Pricing.

Credit Card Number: _____

Cardholder Name: _____ Exp Date: _____ Security Code: _____
(Month/Year) (3 digits/Back of Card)

I am authorized to submit this application on behalf of business. Business understands all application and counties are accepted on first come basis. All Certified locations are subject to random independent inspections by auditors and/or secret shoppers to verify compliance with eligibility requirements and customer bill of rights. Further, I agree to be bound by the terms and conditions of the endorsement program (See Reverse Page). I UNDERSTAND APPLICATION FEE IS NON-REFUNDABLE REGARDLESS OF AUDIT OUTCOME.

Authorized Signature

Print Name

Date



TRADECERTIFIED™ ENDORSEMENT TERMS AND CONDITIONS

The following are general terms and conditions governing the TradeCertified™ endorsement program offered by Bigfish Publications.

1.0 DATA COLLECTION. Business agrees to submit endorsement application with accurate and truthful information, documentation, photography and related materials necessary to evaluate Business. Bigfish and our auditors are not responsible for errors or omissions in applications provided by the Business.

2.0 AUDIT FEES. Fees for independent audit must be paid in advance by Business prior to beginning formal audit application. Businesses who pay by check will have 7 days to make final payment or county slot will be resold without restriction. Business understands all audit fees are non-refundable regardless if business passes or fails audit. Program is valid for the current calendar year only. A business that fails to submit proper application documentation within 90 days after Bigfish receives payment will be automatically declined. Thereafter, a new audit is required and new application fee per county will be charged to Business. Rates are subject to change without notice until this Order Insertion is received and accepted by Bigfish, as shall be evidenced by a signature at the end hereof.

3.0 USE OF LOGOS/INSIGNIAS. Business agrees to comply with the advertising and usage standards once notified in writing of approved status of the application by third-party auditor or Bigfish Publications. 1) Business agrees TradeCertified™ status applies ONLY to the Business named on application for the calendar year shown in the specific assigned State and county. Business agrees not to display any logos, insignias or other promotional materials at other locations outside county without first submitting and receiving additional location approvals for requested state and county. 2) Business MAY display TradeCertified™ logo on all advertising, website, print, TV, radio, collateral, promotional and related materials without restriction for calendar year won provided all business locations are TradeCertified™. 3) Business MAY create press releases or similar announcements to local media outlets. 4) Business MAY display TradeCertified™ decal on front door, cash register or similar high traffic location within business showroom. 5) Business agrees to use graphic files supplied by Bigfish only. Business MAY NOT modify or alter TradeCertified™ logos or design in any way without prior written approval.

4.0 GOOD FAITH ADVERTISING. Business permit, allow, permit, cause or instruct any of its managers, employees, agents, contractors and/or affiliates, to advertise, market, or otherwise represent, either privately or to the public, that may (i) intentionally or unintentionally mislead a consumer or creates unwarranted confusion in the mind of a consumer or among consumers regarding Certification program; (ii) be inconsistent with the terms, provisions and/or conditions set forth, existing from time-to-time, and subject to modification, revision or other changes, on the Internet websites established and maintained by Bigfish or, (iii) be in violation of any State or local law, statute, code or ordinance applicable to false or misleading advertising, marketing, sales techniques/practices and similar promotional activities of the certification program in their local market.

5.0 EXPIRED LOGO USAGE. At the end of calendar year following pass status of TradeCertified™ status, Business may 1) purchase renewal license for each eligible county at the prevailing rate, 2) remove logo insignia on all brochures, collateral, websites and marketing materials. In addition, Business agrees not to print outdated endorsement insignia on any piece of printed material without prior written approval of Bigfish Publications after calendar year.

6.0 UNACCEPTABLE COPY. Statements including but not limited to: 1) advertisement content is editorial in appearance, 2) Display of comparisons or remarks regarding competing products, brands, businesses within advertisement or copy. Examples include: "X Pools beats brand Y."

7.0 ACCEPTABLE COPY. Examples include: 1) "Highest Overall Customer Satisfaction," 2) "X Pools selected as local Certified™," 3) "X Pools wins TradeCertified™ three years in a row" and 4) "X Pools wins independent audit." 5) "X brand chosen Best Local Dealer by TradeCertified.com magazine."

8.0 AD APPROVALS. At the request of Business, Bigfish will review copy of proposed advertisement including, but not limited to, print ads, radio spots, television commercials, billboards, point-of-purchase (POP) materials, Internet banners, pay-per-click ads, etc., displaying the logo for compliance. Please allow 72 hours for review of materials.

9.0 REPORTING VIOLATIONS. If Bigfish Publications or auditors confirm collected application information is bogus or incomplete, noncompliance of usage or licensing, misleading advertising or other violations as determined solely by Bigfish Publications in the best interest of the TradeCertified™ endorsement program the following penalties may be assessed:

- (ii) Cease-and-desist order of objectionable content.
- (iii) Up to one-year suspension from TradeCertified™ program.

Second violation

- (iv) Three-year suspension from TradeCertified™ program.
- (vi) Posting on website/publications of suspension status.

Third violation

- (vii) Lifetime ban from participating in TradeCertified™ program.

10.0 INDEMNIFICATION. Business agrees to, and shall, indemnify, defend and hold harmless Bigfish and its directors, officers, agents, contractors, employees and related or affiliated entities from and against any and all claims, losses, damages (including, but not limited to direct, indirect, compensatory, consequential, incidental, punitive or exemplary damages), actions, legal proceedings, debts, obligations, liability, responsibility, injuries to persons (including death), damage to or destruction of property (whether real, personal, intangible or mixed), fines, penalties, taxes and/or assessments, in the event, or as the result, of a breach or default hereunder by Business in connection with any product(s) or service(s) sold to Business' customers or certification program marketed to customers by Business including the payment of reasonable attorney's fees arising out of any action(s) and/or inaction(s) of business and/or any lawsuit proceeding of any kind or nature and/or settlement negotiations that relate in any way to customer's business or certification program marketed to customers by Business.

11.0 SUSPENSION. Bigfish reserve the right to suspend or revoke the certification status of any business participating in the certification program at their sole discretion if evidence is presented which i) challenges the current eligibility and/or approval of Business based on published standards, (ii) actions negative impacts TradeCertified™ brand or our members, (iii) improper usage of certification insignias or program. If notified by Bigfish, business agrees to cease using certification logos in marketing literature, websites and sales presentation within 48 hours. Business agrees to reimburse Bigfish all reasonable attorney's fees arising out of any enforcement action(s) and/or inaction(s) of business's suspension or revoked status.

12.0 ARBITRATION. Business and Bigfish Publications shall be free to bring all differences of interpretation and disputes arising in connection with this Agreement. The Arbitrator shall act promptly, in no event to exceed 20 days to resolve all Disputed Matters and shall issue a written decision resolving the Disputed Matters applying such reasonable and equitable principles (consistent with this Agreement and applicable law) as he or she deems appropriate. The Arbitrator's decision with respect to all Disputed Matters shall be final and binding upon all parties. The arbitration shall be conducted in Phoenix, Arizona in accordance with the Commercial Rules of the American Arbitration Association.

13.0 ENFORCEMENT COSTS. The successful or prevailing party (if any) shall be entitled to recover reasonable attorney's fees and court costs incurred in that action or proceeding.

The undersigned hereby warrants and represents to Bigfish Publications, that s/he is a duly authorized representative and agent for and on behalf of Business and in said capacity is fully authorized and empowered to execute this Insertion order on behalf of Business for the purposes set forth herein and with the intent to enter into and constitute a legally binding and enforceable contract by and between Business and Bigfish. The undersigned, therefore, and hereby, agrees to and accepts all of the terms, provisions and conditions hereinabove and herein below set forth and herein referenced.

NAME OF FIRM

Authorized Signature

Date

PLEASE FAX TO TRADECERTIFIED AT 480-367-1110 or EMAIL to SUPPORT@TRADECERTIFIED.COM

First violation

- (i) Retesting of audit, including forfeiture of audit fees.