



Agreement Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

Client Email Address: \_\_\_\_\_

Site Name: \_\_\_\_\_

Thank you for choosing GigglesWorld Corporation and Adult Designs Direct to fulfill your adult design and website needs. The following Agreement defines the terms and conditions of this project. Please keep a copy for your records and return a signed copy to GigglesWorld Corporation via fax or email.

You have chosen the Fully-Stocked Sex Toy & DVD Website plus Graphic Design Customization package. The package includes the following:

- Thirty-two (32) hours of graphic design customization - one (1) uniform resource locator (URL) / website.
- Twelve (12) banners (any size).
- Custom logo design – Four (4) mockups of one (1) trade/service mark.
- DVD ROM Package for Retail Websites (gwdrom1) – GigglesWorld’s complete and most current version of its database, containing approximately forty thousand (40,000) products and images, pre-loaded into a Zen Cart-based shopping system. *(Note: Please review product description and disclaimers – This product is purchased with no guarantee to its accuracy. While we encourage our customers to report any inconsistencies in our Adult Database, we cannot correct these on demand due to the large size of the record. For our clients, we include all corrections in our scheduled updates).*
- Entire website source code (including Zen Cart-based shopping cart).
- Full access to customized database administrative interface.
- Assistance in setting up a merchant and hosting account.
- Constant contact and availability during design process to assure correct specifications. Once the project is “Complete”, all contact with web designer will cease.

You will be supplied with services described above and such technological and marketing consulting services as may be required to implement the project. **GW Corp. does not offer Zen Cart, PayPal, or business consultation!**

**Client Responsibilities Include:**

- ✓ Constant contact and availability during design process to assure correct specifications and timely delivery.
- ✓ Contracting and maintaining a website hosting company.
- ✓ Contracting and maintaining a merchant account for credit card processing.

Initials \_\_\_\_\_

- ✓ Approval of template selection, layout, and site colors to assure correct format desired.
- ✓ Website Content – SAMPLE CONTENT INCLUDED ONLY! This includes, but not limited to, Terms and Conditions, Shipping and Return Policies, and the U.S.C. 2257 Statement. You agree that all policies and content requested of you will be delivered within thirty (30) days from the date of this Agreement.
- ✓ Maintaining database to individual specifications or preferences regarding images, products offered, titles, descriptions, pricing, categories, etc.
- ✓ Accessing information and knowledge pertaining to functions of the computer system, functions of the shopping cart system, and database utilities (i.e. – you must have educational materials such as Zen Cart forums, instructional books, and/or operating manuals available to you).

**The Base Fee for the services described above is Four Thousand Five Hundred Dollars (\$4,500.00).** That fee estimate is based on thirty-two (32) hours of working time.

Copy revisions and original Adobe psd files are included in the Base Fee. Major logos and artwork will be sent in Adobe psd files for easy alteration. *At such time as the total time devoted exceeds thirty-two (32) hours, you will be billed for additional working time at the rate of Seventy-Five Dollars (\$75.00) per hour. Any consulting time for inquiries over and above project specifications will be billed at the rate of Seventy-Five Dollars (\$75.00) per hour.*

Out-of-pocket expenses, such as shipping charges, long-distance telephone calls, photocopies, computer printouts, fax charges, messengers, and local and out-of-town travel incurred in connection with the project will be billed to you in itemized statements.

Payment of the Base Fee must be made as follows: Two Thousand Dollars (\$2,000.00) is due upon commencement of project, with Two Thousand Five Hundred Dollars (\$2,500.00) due upon completion of the project. “Completion of the project” is at GigglesWorld Corporation’s sole discretion. Payment for the *Base Fee and all expenses* must be made upon receipt of Invoice. Payment will be made via PayPal (To “info@gw-corp.com”), credit card (with signed Credit Card Authorization Form), bank check, or money order payable to GigglesWorld Corporation. Payments rendered for fees and services are nonrefundable. Payments made via credit card or via PayPal will incur a 3% administration fee. Invoices are due upon receipt. Invoices not paid within thirty (30) days of Invoice Date will incur a Late Payment charge up to 5% of the balance due. Late Payment charges will be assessed every month invoice is outstanding. Administrative Panel user name and password will not be distributed to Client until all charges are satisfied. Signature below affords Adult Designs Direct (GW Corp.) use of site and trademark for reference purposes only.

*All material is guaranteed to be as specified. All work is to be completed in a work-like manner according to standard practices. Any alterations or deviations from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the Base Fee. This Agreement constitutes the entire and complete Agreement and supersedes any prior arrangement; with all terms, sections, and parts considered severable and binding. This Agreement shall be governed and construed in accordance with the laws of the State of New York. Please acknowledge your receipt and acceptance of this Agreement by signing and returning a copy to this office within thirty (30) days from Agreement Date, after which the Agreement terms will expire.*

**ACCEPTED AND AGREED BY:**

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

  
**Agreement Proposed By:**  
 10 Stage Door Road  
 Fishkill, NY 12524  
 845.632.3240  
 845.632.3241 (fax)