**[Template SEO Agency] SEO Contract**

*This Contract is entered into by [SEO Agency] (referred to herein as “us”, “we”, “our”) and [Your Client] (referred to herein as “the Client”, “you”, “yours”) and effective on the specified date below.*

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##

## **Definitions**

1. “Services” means all work, consulting, support, implementation, optimization, updates, and other services performed by us to you pursuant to this Contract or as otherwise agreed with the Client.
2. “Contract” and “agreement” mean this document and all the rights and obligations in relation to the Parties described herein.
3. “Payment” means the fee charged for each Service billing cycle or term.
4. “Writing” and “written” means direction or statements provided in this Contract as well as in other forms such as emails and similar communications.
5. "Party" or the "Parties" mean the parties to this Contract.
6. “SEO work” and “SEO” means search engine optimization as a professional service that we provide for your website with the goal of meeting certain standards of third party search engines like Google. The limitations and expectations of this work are as defined and agreed upon under Responsibilities.
7. **[Expand or edit as necessary.]**

## **[SEO Agency’s] Responsibilities**

We agree to carry out the following Services that will continually adapt to meet the needs of the SEO industry as these evolve. We reserve the right to adjust from time to time the sub-tasks and methods of each deliverable listed in the best interests of your business. We will notify you in writing of any significant change of deliverables and our reasons behind the decision.

We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract, without your prior consent. If we use subcontractors, we accept full responsibility for every act or omission of the sub-contractor as if it were an act or omission of our own.

**Website subject to this Contract:**

1. [www.mywebsite.com](http://www.mywebsite.com)

**Description of website and industry:**

1. WordPress website of a local plumber in City, USA

**Description of services provided:**

Strategy

* Keyword research, strategy, and planning
* SEO competitor analysis and ongoing monitoring

Onsite SEO

* Technical SEO (scripts, code, etc.)
* Website landing page, content, and keyword usage optimization
* Website performance analysis

Offsite SEO

* Website and backlink profile analysis, strategy, and planning
* Backlink building (writing and outreach)

Reporting

* Google Analytics
* Conversions
* Search engine rankings

Management

* Monitoring and identifying opportunities to improve results
* Contact third party properties (such as blogs, directory websites, and social platforms) to act as a known employee on your behalf and on behalf of your brand.

**[Expand or edit as necessary.]**

This Contract is entered into with the mutual understanding that a specific search result ranking, Domain Rating, or similar metric is not in any way guaranteed by us to you. It is also mutually understood that since search engines have their own proprietary algorithms that change with time, we will perform the Services within our exclusive scope of abilities in any given moment.

## **The Client’s Responsibilities**

1. You agree to:

1. Have read, understood, and accepted as binding all definitions, rights, and obligations outlined in this document.
2. Provide us with the information, access, passwords and assistance as we may reasonably require within sufficient time to enable us to perform the Services; recognizing you are responsible for the accuracy and legal use of any information submitted to us.
3. Nominate a suitable individual to act as your representative to liaise with us regarding the Services.
4. Obtain and maintain all necessary permissions and consents in connection with the Services.
5. Meet the payment schedules and requirements defined in this document.
6. **[Expand or edit as necessary.]**

## **Duration**

This Contract will be effective starting on the date below and will have a mandatory 6-month no-cancellation term. After the mandatory no-cancellation term, this Contract will continue on a rolling month-to-month basis until terminated in accordance with the definitions under Termination.

**[Expand or edit as necessary.]**

## **Payment**

**You agree to pay the following fees to us in consideration of the Services we are providing to you:**

1. Total costs: $5,000 USD / month including tax

**Commencement date is scheduled for:**

1. Date of contract

**Payment of the above fees is to be made monthly in advance on:**

1. The 25th of every month

**Payment is to be made via:**

1. Direct deposit

**Additional Charges.** We will invoice you for any additional services during the next billing cycle in which it may be included. You agree to remit payment for Additional Charges per the terms stated on the invoice for such charges.

1. Our hourly rate you will be billed at for additional charges is $125 USD

**Late Payments.** Any invoices or fees that are not paid when due shall bear a penalty of interest at the rate: X% per day the balance is overdue. You shall pay any and all costs and expenses, including without limitation, reasonable attorneys’ fees incurred by us in enforcing this policy or in collecting from you any amounts due to us hereunder.

**Default.** Payment default will result if you fail to make any payment to us by the due date; then, without prejudice to any statutory right which we may have, we will have the right to suspend the Services and charge you a penalty on the overdue sum of 25%.

**Disputes.** You shall promptly provide us with written notice of any disputes or concerns you have with respect to any invoices, charges, and payments made hereunder; and in any case, you shall notify us of such a dispute or concern within thirty (30) days of your receipt of such invoice or charge to allow ample time for us to resolve your concern.

**[Expand or edit as necessary.]**

## **Termination**

Effective at the expiration of the mandatory no-cancellation term, either Party has the right to terminate the Contract by giving a minimum of 1 month’s written notice to the other Party assuming you have paid all amounts due or payable to us, excluding those disputed in good faith.

As an exception, either Party has the right to terminate the Agreement immediately, irrespective of the no-cancellation term if the other:

1. Has committed a breach of this Agreement, unless the breach is capable of remedy, in which case the innocent Party will have the right to terminate if the other Party has failed to remedy the breach within 14 days after receiving written notice to do so.
2. Goes into bankruptcy or liquidation either voluntary or compulsory (except for the purpose of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

If this Contract is terminated, we will continue to provide the Services and you will continue to pay the fees during any period of notice, except in accordance with the exceptions mentioned above. You will also be required to pay us immediately for any other Services we have provided at your request that have not yet been paid for.

Any and all obligations of the Parties, which either expressly or by their nature continue beyond the termination date of the Contract, will survive termination on a pro-rata basis as agreed to under Payment.

**[Expand or edit as necessary.]**

## **Warranties**

You warrant to:

1. Pay all fees owing hereunder when due, regardless of whether or not you have denied any Services hereunder;
2. Comply with license terms for any and all items provided, installed, and/or maintained by us;
3. Comply with all applicable laws and regulations governing transmissions of data;
4. and not use our provided Services for illegal or unauthorized purposes, to interfere with or disrupt other users, Services, or equipment, or to propagate computer viruses or worms.
5. Not solicit any of our employees or contractors during the Duration of this Contract and for a period of twelve (12) months after the termination hereof.
6. **[Expand or edit as necessary.]**

We warrant:

1. That the Services to be provided hereunder will be performed in a professional manner consistent with the standards of the industry.
2. No other warranties of any kind whether express or implied with respect to this Agreement or the services including, but not limited to, any implied expectation of ranking, profitability, or usage for a particular purpose.
3. **[Expand or edit as necessary.]**

All warranties or conditions whether express or implied by law are hereby expressly excluded in favor of this Agreement.

## **Liability**

You agree that we cannot be held liable for any results outside of our control, such as the quality of leads or sales made by your team. You acknowledge that we have no control over changes to search engine policies or algorithms.

**You understand and accept that at any time the third party search engines and platforms in their sole discretion may affect how your website content, pages, and domain are viewed and displayed and thereby, your website may lose rankings or be excluded from search results at the sole discretion of the search engines. You agree to not hold us liable for any such negative impact to your rankings. We assume no responsibility for the actions and algorithms of these search engines and platforms.**

Provided that we upheld our obligations hereunder, you agree that no refunds or discounts will be given for any negative impact on the part of any search engine. While we will provide professional advice in relation to the Services on a continual basis, you certify that we have not given nor implied any guarantees regarding your website rankings in search engines due to these beyond our scope and control.

Nothing in this Agreement excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

You further agree to:

1. Accept full and exclusive responsibility for your business’ performance and customer satisfaction.
2. Accept exclusive responsibility for understanding and ensuring compliance with any regulatory, legal, or contractual obligations related to your business, including without limitation, data held by you and your customers, information provided by you to your customers and/or other third parties, and any safeguarding and security measures that may be required. We may participate in implementing needed systems, services and functions for compliance, but you are solely responsible for the final outcomes, actions taken, and results produced.
3. Accept full liability for any losses or cost sustained or incurred by you or arising directly or indirectly as a result of a failure on your part to meet any of the above provisions or for defaulting on Payment.
4. **[Expand or edit as necessary.]**

In addition, we will not be liable by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of our obligations under the Contract.

In the event of a breach or failure by us to execute our express obligations under this Contract, your remedies will be limited to damages, which in any event, will not exceed the fees and expenses paid by you for the Services in the preceding 6 month period.

You agree to indemnify us against all damages, costs, claims and expenses suffered by us where this is caused by you, or your agents or employees. We shall not be liable to you or any other person for any direct, indirect, or consequential damages, or for the loss of data, profit, or revenue arising out of or relating to this Contract, even if it has been advised of the possibility of such potential loss or damage.

## **Indemnification**

You agree to hold harmless, defend and indemnify us, our employees, contractors, directors and agents, from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including without limitation reasonable attorneys’ fees) incurred in connection with or arising from any breach by Client or its employees, agents, guests, or invitees of this Contract.

If any action or proceeding is brought against us, our employees, contractors, directors or agents by reason of such claim for which you have indemnified us, you agree to, upon written demand from us, defend the same at your own expense, with counsel reasonably satisfactory to us.

**[Expand or edit as necessary.]**

## **Force Majeure**

Neither Party shall be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party.

Such causes include, but are not limited to: power failure, internet service provider failure, strike, lockout, civil unrest, acts of malicious computer programs and code (including but not limited to viruses, Trojan horses, worms, malicious macros, and scripts), shortages, accidents, casualties, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, epidemics or any other event beyond the control of the Party in question.

**[Expand or edit as necessary.]**

## **Jurisdiction and Interpretation**

This Contract will in all respects be subject to and construed in accordance with the laws of CITY and STATE.

The interpretation of this agreement is agreed upon by both parties to be clear and leave no doubt upon the terms and definitions used herein. No third party may assign a different interpretation to the agreed terms. Any dispute between the Parties will be referred to the exclusive jurisdiction of the courts of CITY and STATE and subject to interpretation under court hearing.

**[Expand or edit as necessary.]**

## **Confidentiality**

Each Party undertakes that throughout the term of the Contract, the Parties may disclose certain confidential information to each other. Both Parties agree that they will not use the confidential information provided by the other, except to perform their obligations under the Agreement.

Each Party will maintain the information’s confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.

**[Expand or edit as necessary.]**

## **Signature**

*The Parties sign below in agreement of what is stated herein; they do so of their own volition and in full understanding and acceptance of the rights and obligations set forth.*

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Date