

SEO Contract

This **SEO Contract** ("**Contract**" hereinafter) is entered into on _____, by and between the following parties;

The Client

The Provider

1. Definitions

Within the scope of this Contract;

- **SEO Services** means the services related to search engine optimization provided by the Provider, including but not limited to keyword research, on-page optimization, technical SEO audits, backlink building, content strategy, local SEO, reporting, and performance tracking.
- **Deliverables** refers to all documents, reports, work product, and other materials provided by the Provider under this Agreement.
- **Search Engines** means internet search engines such as Google, Bing, Yahoo, and other platforms that index and rank website content.
- **Effective Date** means the date this Agreement is signed by both Parties.
- **Confidential Information** has the meaning as defined in Confidentiality Clause of this Contract.

2. Scope of Services

Provider agrees to perform SEO Services described below, to increase the visibility, traffic, and search engine rankings of the Client's website, _____, through the execution of customized SEO strategies that adhere to industry best practices and comply with search engine guidelines;

- **Technical SEO Audit** - Perform a full technical audit of the website, identifying issues affecting crawlability, indexing, speed, mobile usability, and site structure and deliver an actionable audit report with recommendations.
- **Keyword Research and Strategy** - Research and analyze high-impact keywords relevant to the Client's industry, products, or services and create a keyword strategy organized by priority, intent, and search volume.

- **On-Page Optimization** - Optimize title tags, meta descriptions, headers (H1, H2, etc.), image alt text, internal linking structure, and keyword density.
- **Content Recommendations** - Conduct a content gap analysis and recommend new blog/article topics or landing page content aligned with SEO goals.
- **Technical Implementation (if access is provided)** - Resolve critical technical issues identified in the audit, such as broken links, redirects, sitemaps, canonical tags, robots.txt configuration, and schema markup and optimize Core Web Vitals and page load speeds.
- **Link Building** - Secure high-quality backlinks through white-hat outreach methods and monitor and disavow toxic or spammy links.
- **Local SEO (if applicable)** - Optimize Google Business Profile and other directory listings and assist with local citation building and local keyword targeting.
- **Reporting and Analytics** - Monthly SEO performance reports, including keyword rankings, traffic metrics, and backlink data.
- **Communication** - Monthly strategy or progress meetings (virtual or phone) and weekly check-ins via email or shared project dashboard.

3. Responsibilities of the Parties

The Provider shall be responsible for delivering SEO Services as outlined in this Agreement and the accompanying Scope of Work. This includes conducting a comprehensive SEO audit of the Client's website, formulating a custom SEO strategy, and executing on-page and off-page optimization tasks in accordance with current industry standards and search engine guidelines. The Provider agrees to monitor SEO performance regularly, provide monthly reports detailing activities and measurable results, and advise the Client on emerging SEO opportunities and challenges.

The Client agrees to cooperate fully with the Provider and to provide timely access to all necessary platforms, including but not limited to the website's content management system (CMS), Google Analytics, Google Search Console, and any third-party SEO tools that are relevant to the services. The Client will also supply any required content, branding guidelines, and access credentials needed to execute the agreed-upon SEO strategy. The Client is responsible for reviewing deliverables in a timely manner, responding promptly to communication and feedback requests, and refraining from making uncoordinated changes to key SEO elements of the website that may interfere with the Provider's work. Delays or obstructions by the Client that hinder the Provider's ability to carry out services may impact timelines and results, for which the Provider shall not be held responsible.

4. Term

This Agreement shall commence on _____ and shall continue for an initial term of _____ unless terminated earlier in accordance with the Termination Clause of this Contract. Upon expiration of the initial term, this Contract shall automatically renew on a _____ basis unless either Party provides _____ days' written notice of its intent not to renew.

5. Payment Terms

The Client shall pay the Provider a fee of _____ per _____ for the services outlined in this Contract.

Payments are due within 15 days of receipt of invoice. Late payments may incur a late fee of _____ % per month.

Any out-of-pocket expenses, such as third-party tools or paid advertisements, must be pre-approved in writing by the Client and will be reimbursed upon presentation of receipts.

6. Performance and Warranties

Provider shall use reasonable efforts to improve the Client's search engine rankings, but makes no guarantees regarding specific placement or traffic volumes due to the dynamic nature of search engine algorithms. Provider disclaims any warranty that the Services will result in increased profits or guaranteed traffic, leads, or sales.

7. Termination

Either Party may terminate this Contract by providing _____ days' written notice to the other Party. Either Party may terminate this Contract immediately for cause if the other Party materially breaches any of its terms and fails to cure such breach within _____ days of written notice.

Upon termination, Client shall pay for all Services rendered and authorized expenses incurred up to the termination date. Provider shall return or destroy any Confidential Information upon termination, and both Parties shall cooperate in a smooth transition if requested.

8. Intellectual Property

All materials, content, and documents created by Provider specifically for Client under this Agreement shall become the property of the Client upon full payment. Provider retains the right to use generic templates, methods, and non-identifiable portions of work for other clients or for marketing purposes.

9. Confidentiality

Each Party agrees to keep Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the disclosing Party.

Confidential Information does not include information that:

- (a) was publicly known at the time of disclosure,
- (b) becomes publicly known through no fault of the receiving Party,
- (c) is disclosed by a third party legally entitled to disclose such information, or
- (d) is independently developed by the receiving Party without access to the disclosing Party's Confidential Information.

10. Limitation of Liability

Neither Party shall be liable to the other for any indirect, incidental, special, or consequential damages, including loss of profits or business opportunities. The Provider's total liability under this Agreement shall not exceed the total amount paid by the Client in the _____ months preceding the event giving rise to the liability.

11. Indemnification

Each Party agrees to indemnify and hold harmless the other Party from and against any and all third-party claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from its breach of this Agreement or negligence.

12. Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, government orders, internet outages, or pandemics.

13. Governing Law and Dispute Resolution

This Contract shall be governed by and construed in accordance with the laws of the State of _____ . Any disputes arising from or related to this Contract shall be resolved through good faith negotiations. If unresolved, disputes shall be subject to binding arbitration under the rules of the _____ , with the venue in _____ .

14. Miscellaneous

Non-Solicitation - During the term of this Agreement and for _____ months thereafter, neither Party shall solicit or hire the employees, agents, or contractors of the other Party without prior written consent.

Assignment - Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, except in the event of a merger or sale of substantially all assets.

Entire Agreement - This Agreement, including all Exhibits, constitutes the entire understanding between the Parties and supersedes all prior agreements, representations, or communications.

Amendments - No amendment or modification of this Agreement shall be effective unless in writing and signed by both Parties.

Notices - All notices under this Agreement shall be in writing and delivered by email, certified mail, or courier to the addresses specified above, or such other address as may be designated in writing.

The Client

Name

Date

Signature

The Provider

Name

Date

Signature



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