

SEO SERVICES AGREEMENT

1. 1. Parties and Engagement

This SEO Services Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [PROVIDER NAME], a [ENTITY TYPE] located at [PROVIDER ADDRESS] (the "Provider"), and [CLIENT NAME], a [ENTITY TYPE] located at [CLIENT ADDRESS] (the "Client"). The Provider will perform search engine optimization services for the website or properties listed here: [WEBSITE URLS AND PROPERTIES]. The Provider is an independent contractor, controls the methods and personnel used to perform the services, and is responsible for its own taxes, insurance, and equipment. The primary contacts are [PROVIDER CONTACT AND EMAIL] and [CLIENT CONTACT AND EMAIL], and the Client will designate one person authorized to approve changes to the website and to sign off on published content.

2. 2. Scope of Services

Each month the Provider will perform the following: [MONTHLY SCOPE, e.g., technical site audit and prioritized fix list, keyword research and mapping, on-page optimization of up to a stated number of pages, internal linking improvements, metadata and structured data implementation, content briefs, published articles, local listing management, and digital public relations outreach]. Deliverables are specified in Exhibit A with monthly quantities. Excluded unless separately quoted: website redesign, development work beyond stated implementation hours, paid search management, conversion rate optimization, translation and international expansion, migration project management, and content production beyond the monthly quantity. Where the Provider recommends a change that must be implemented by another party, the Provider will supply written specifications and the Client is responsible for implementation timing.

3. 3. No Guarantee of Rankings or Traffic

The Client acknowledges that search engines are independent third parties, that their ranking systems are proprietary and change without notice, and that no person can guarantee any specific position, ranking, traffic volume, impression share, lead count, or revenue outcome. The Provider does not control search engines, does not have a special relationship with them, and cannot guarantee indexing, inclusion, or continued visibility of any page. The Provider will perform the services with professional skill and care using accepted industry practices consistent with the published guidelines of major search engines. Any projection, forecast, model, or target discussed by the Parties is an estimate for planning purposes only and is not a warranty or a condition of payment. Rankings may fluctuate for reasons outside the control of either Party, including algorithm updates, competitor activity, seasonality, manual actions, and changes made to the website by the Client or third parties.

4. 4. Prohibited Techniques and Compliance

The Provider will not use techniques that violate the published guidelines of major search engines, including purchasing links that pass ranking signals, participating in link schemes, private blog networks, or reciprocal link farms, cloaking or serving different content to crawlers than to users, doorway pages, hidden text or links, scraped or spun content, automated content published without human review or disclosure where required, keyword stuffing, or manipulating user signals. The Provider will disclose in writing the nature of any link acquisition activity and the sites involved on request. If the Client instructs the Provider to use a prohibited technique, the Provider may refuse without breaching this Agreement. If a manual action or penalty results from work performed by the Provider in breach of this section, the Provider will perform remediation work at no charge for up to [REMEDATION PERIOD, e.g., 90 days].

5. 5. Access, Credentials, and Site Changes

The Client will provide the access the Provider needs, including [ACCESS LIST, e.g., CMS administrator or editor access, Google Analytics, Google Search Console, Bing Webmaster Tools, server or CDN configuration, DNS where required, and any tag manager], through delegated accounts rather than shared personal passwords wherever the platform supports it. The Client retains owner-level control of every property and account at all times, and any account created by the Provider during the engagement will be registered to the Client or transferred to it. The Provider will document every change it makes to the website in a shared change log with dates. The Client will notify the Provider before any redesign, migration, platform change, robots or sitemap change, or bulk content edit, since such changes can materially affect performance and may require additional work billed at [ADDITIONAL WORK RATE].

6. 6. Content Production and Approval

Where the scope includes content, the Provider will deliver [CONTENT VOLUME, e.g., four articles of at least 1,200 words per month] based on approved briefs. The Client will review and approve or return consolidated comments within [CONTENT APPROVAL WINDOW, e.g., five business days], and content not returned within that window is deemed approved for publication. The fee includes [CONTENT REVISION ROUNDS] round(s) of revisions per piece. The Client is responsible for the accuracy of factual, product, pricing, and regulated claims in published content and for any professional review its industry requires. Where artificial intelligence tools are used in drafting, the Provider will disclose that use, will ensure every piece is reviewed and edited by a human, and remains responsible for accuracy and originality. All published content is subject to the ownership terms in Section 9.

7. 7. Reporting and Review

The Provider will deliver a written report by [REPORT DELIVERY DATE, e.g., the 10th business day after month end] covering the work performed that month, organic sessions and conversions, keyword visibility for the tracked set, indexation and technical health, backlink profile changes, and recommendations for the next period. The tracked keyword set is agreed in Exhibit A and may be revised by agreement no more than [KEYWORD REVISION FREQUENCY, e.g., once per quarter]. Data is drawn from [DATA SOURCES, e.g., Google Analytics, Google Search Console, and the rank tracking tool of the Provider], and the Parties acknowledge that third-party tools estimate rather than measure some metrics and that figures may differ between sources. The Parties will hold a review call [REVIEW CADENCE]. Access to any dashboard the Provider maintains ends when this Agreement ends unless the Client licenses the tool directly.

8. 8. Fees, Term, and Payment

The Client will pay a monthly retainer of [MONTHLY RETAINER], invoiced [INVOICE TIMING, e.g., on the first of each month in advance] and due within [PAYMENT TERM, e.g., 15 days]. The initial term is [INITIAL TERM, e.g., six months], reflecting the time organic work typically needs to show measurable effect, after which this Agreement continues month to month until terminated under Section 11. Third-party costs such as premium tools licensed in the name of the Client, stock imagery, paid digital public relations placements, and freelance specialists are excluded and are either paid directly by the Client or reimbursed at cost with prior approval. Work beyond the monthly scope is billed at [HOURLY RATE] with written approval. Past-due amounts accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by law, whichever is less, and the Provider may suspend services after written notice if an undisputed invoice is more than [SUSPENSION TRIGGER, e.g., 15 days] overdue.

9. 9. Ownership of Work Product and Assets

On payment of the retainer for the month in which the work was performed, the Client owns the content, metadata, structured data, page templates, audit documents, keyword research, and written recommendations produced for it under this Agreement, and the Provider assigns all copyright in them to the Client. Links, citations, listings, and digital public relations placements acquired for the Client belong to the Client and will not be removed, redirected, or reclaimed by the Provider on termination or for any other reason. The Provider retains ownership of its proprietary processes, audit frameworks, scripts, templates, and reporting formats, and grants the Client a perpetual non-exclusive license to use them as embedded in the delivered work product. Licensed third-party tools and data sources remain with their vendors.

10. 10. Confidentiality and Non-Exclusivity

Each Party will keep confidential the non-public information of the other, including analytics data, revenue figures, strategy documents, keyword research, pricing, and credentials, will use it only to perform this Agreement, and will protect it with at least reasonable care, for [CONFIDENTIALITY PERIOD, e.g., two years] after termination. The Provider may serve other clients, including clients in the same industry, provided it does not use the confidential information of the Client for their benefit. Where the Client requires category exclusivity, the restricted category, territory, and fee are stated here: [EXCLUSIVITY TERMS]. Unless the Client objects in writing, the Provider may identify the Client as a client and reference anonymized performance improvements in a case study, without disclosing revenue figures or confidential strategy.

11. 11. Term, Termination, and Handover

After the initial term, either Party may terminate for convenience by giving [TERMINATION NOTICE, e.g., 30 days] written notice, and either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., 10 days] after written notice. Fees for the notice period remain payable and the Provider will continue performing the agreed scope through it. On termination the Provider will deliver, within [HANDOVER PERIOD, e.g., ten business days], the full change log, all audit and research documents, drafted but unpublished content that has been paid for, the current tracked keyword list, a summary of links and placements acquired, and confirmation that its access to Client accounts has been removed. The Provider will not undo, remove, or disable any optimization, content, or link it implemented, and will not alter site configuration on the way out.

12. 12. Warranties, Liability, and Indemnification

The Provider warrants that the services will be performed in a professional and workmanlike manner by qualified personnel, that content delivered will be original and human-reviewed, and that it will comply with Section 4. Except as expressly stated, the services are provided without further warranty, including implied warranties of merchantability and fitness for a particular purpose, and no warranty is given as to rankings, traffic, or revenue. Neither Party is liable for indirect, incidental, consequential, or special damages or lost profits, and the total liability of the Provider will not exceed the fees paid by the Client in the [LIABILITY CAP PERIOD, e.g., six months] preceding the claim. Each Party will defend and indemnify the other against third-party claims arising from breach of its own warranties, and the Client will indemnify the Provider against claims arising from Client-supplied content, product claims, or instructions the Provider was directed to follow.

13. 13. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and disputes will be brought in the state or federal courts located in [VENUE COUNTY AND STATE] after the Parties attempt informal resolution for at least [NEGOTIATION PERIOD, e.g., 21 days]. This Agreement with

its exhibits is the entire agreement between the Parties and supersedes prior proposals and audits; amendments must be in writing and confirmed by both Parties. Neither Party may assign this Agreement without written consent except to a successor of substantially all of its business. If any provision is unenforceable the remainder stays in effect. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including search engine algorithm changes, hosting failures, and outages of third-party data providers.

14. 14. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date.

PROVIDER: [PROVIDER NAME]. Signature: _____. Printed Name: [PROVIDER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____.

Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures.

15. Disclaimer

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