

SEARCH ENGINE OPTIMIZATION (SEO) SERVICES AGREEMENT

Location: _____ Effective Date: _____

Parties:

Client Name: _____
Client Address: _____
Client Email/Phone: _____

Service Provider Information:

Provider Name: _____
Provider Address: _____
Provider Email/Phone: _____

Scope of Services:

Provider agrees to perform SEO services for Client, including but not limited to keyword research, on-page and off-page optimization, content strategy development, link building, and analytics reporting as detailed in the attached Schedule A.

Term:

This Agreement shall commence on the Effective Date and continue for an initial term of twelve (12) months unless earlier terminated as provided herein. Thereafter, it may be renewed upon mutual written agreement of the Parties.

Compensation and Payment:

Client agrees to pay Provider the fees set forth in Schedule B attached hereto. Payments shall be made within thirty (30) days of receipt of invoice. Late payments shall bear interest at the rate of 1.5% per month or the maximum allowed by law, whichever is less.

Client Responsibilities:

Client shall provide Provider with timely access to necessary website platforms, content, and analytics accounts, and shall cooperate fully to facilitate performance of the SEO services. Client acknowledges that results depend in part on Client's cooperation and external factors beyond Provider's control.

Performance and Results Disclaimer:

Provider does not guarantee specific rankings, traffic levels, or sales outcomes. SEO is an ongoing process influenced by search engine algorithms and market conditions. Provider will perform services in a professional manner consistent with industry standards.

Confidentiality:

Each Party agrees to maintain the confidentiality of proprietary information disclosed during the term of this Agreement and not to use or disclose such information except as necessary to perform obligations hereunder or as required by law.

Intellectual Property:

All intellectual property created or developed by Provider in connection with the services shall be owned by Client upon full payment, except for Provider's pre-existing materials and tools which remain Provider's sole property. Client grants Provider a limited license to use Client's trademarks solely for performance of the services.

Termination:

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. In the event of termination, Client shall pay Provider for all services performed through the termination date. Termination shall not affect rights or obligations accrued prior to termination.

Indemnification:

Each Party shall indemnify, defend, and hold harmless the other Party and its officers, directors, agents, and employees from and against any claims, damages, liabilities, costs, and expenses arising from breach of this Agreement or negligence.

Limitation of Liability:

In no event shall either Party be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, regardless of the theory of liability, even if advised of the possibility of such damages.

Governing Law and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law principles. The Parties agree to submit any disputes arising under this Agreement to binding arbitration in _____ County, _____, in accordance with the rules of the American Arbitration Association.

Force Majeure:

Neither Party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, government regulations, labor disputes, or internet failures.

Entire Agreement; Amendments:

This Agreement, including all attached schedules, constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements or understandings. Any amendments must be in writing and signed by both Parties.

Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and be construed to best effectuate the Parties' intent.

Waiver:

Failure or delay by either Party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Notices:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon receipt if delivered by hand, certified mail, overnight courier, or confirmed electronic transmission to the addresses set forth above or as otherwise designated in writing.

Assignment:

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except that Provider may assign this Agreement to an affiliate or in connection with a sale of its business.

Relationship of Parties:

Provider is an independent contractor and nothing contained herein shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.

Signatures:

CLIENT

SERVICE PROVIDER

Signature: _____

Signature: _____

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