

# SEARCH ENGINE OPTIMIZATION (SEO) SERVICES AGREEMENT

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

Project Name: \_\_\_\_\_

## Parties:

This Agreement is entered into between:

SEO Service Provider: \_\_\_\_\_

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

## 1. Services Provided:

Provider agrees to perform SEO services as described in the attached Scope of Work, including but not limited to keyword research, on-page optimization, content creation, link building, and analytics reporting as agreed by both parties. Services shall be performed in a professional and workmanlike manner consistent with industry standards.

## 2. Compensation and Payment Terms:

Client shall pay Provider the fees set forth in the attached Schedule A. Payments shall be made in accordance with the payment schedule therein. Late payments may incur interest as permitted by law. Provider reserves the right to suspend services if payments are not made timely.

## 3. Term and Termination:

This Agreement shall commence upon execution by both parties and shall continue until terminated by either party with thirty (30) days prior written notice. Termination shall not relieve Client of its obligation to pay for services rendered up to the date of termination.

## 4. Client Responsibilities:

Client agrees to provide Provider with necessary access to websites, analytics, and other relevant information and resources required to perform the services. Client shall cooperate reasonably with Provider.

## 5. Confidentiality:

Each party shall maintain the confidentiality of all proprietary or confidential information obtained from the other party, and shall not disclose such information to any third party without prior written consent, except as required by law.

## 6. Intellectual Property:

Provider retains all rights, title, and interest in any intellectual property developed prior to or outside the scope of this Agreement. Client is granted a non-exclusive license to use deliverables solely for its internal business purposes upon full payment.

## 7. Warranties and Disclaimers:

Provider warrants that services will be performed in a professional manner. Except as expressly stated, Provider disclaims all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

**8. Limitation of Liability:**

In no event shall Provider be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits or business interruption, even if advised of the possibility of such damages. Provider's total liability under this Agreement shall not exceed the total fees paid by Client.

**9. Indemnification:**

Client agrees to indemnify, defend, and hold harmless Provider from any claims, damages, liabilities, costs, and expenses arising out of Client's use of services or breach of this Agreement.

**10. 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 conflict of law principles. Any disputes shall be resolved in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_. Both parties waive their right to a trial by jury.

**11. Entire Agreement and Amendments:**

This Agreement, including all exhibits and attachments, constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior agreements. Amendments must be in writing and signed by both parties.

**12. Notices:**

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or email with confirmation to the addresses specified by the parties.

**13. Force Majeure:**

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including natural disasters, acts of government, labor disputes, or failures of suppliers or telecommunications.

**14. Severability:**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**15. Counterparts:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together

constitute one and the same instrument.

**SEO PROVIDER SIGNATURE**

**CLIENT SIGNATURE**

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

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

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