



SEO Agreement

Between

Agency Company

and

Client Company

Parties

This SEO Agreement (the "Agreement") is entered into and shall be effective as of **Date** ("Effective Date") by and between **Agency Company**, whose registered office is at: **[Agency Street Address, City, State, ZIP]**, represented by **Agency Employee Name, Title** (hereinafter referred to as the "Agency") and **Client Company**, whose registered office is at: **Client Street Address, City, State, ZIP**, represented by **Client Employee Name, Title** hereinafter referred to as the "Client"). The Agency and the Client are collectively referred to as the "Parties" and individually as a "Party."

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Terms and Conditions

The Agency agrees to provide the Client with Search Engine Optimization (SEO) services (hereinafter referred to as the "Services" or "Project") as described in this Agreement. The project will start upon the Effective Date and shall continue for a period of **Time period** unless extended upon the mutual consent of both parties.

Client's website subject to this Agreement: **Client website address**

Description of website and industry: **Description**

The Agency agrees to provide the Client with the following Services:

- Keyword research: The Agency will identify relevant and appropriate search terms.**
- Technical audit and optimization: The Agency will conduct a technical audit of the Client's website to identify and fix technical issues.**

3. Content creation: The agency will manage the creation of content briefs for copywriters and control the production and editing of content for SEO purposes.
 4. On-page optimization: The Agency will optimize the Client's content and page elements.
 5. Add or remove services
-

Responsibilities

The Agency may at any time/not assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under this Agreement, without the Client's prior consent. The Agency will be liable for every act or omission of the subcontractor as if it were its own act or omission.

The Client shall provide all the relevant access, information, and data to the Agency within sufficient time in order to render the Services as per the terms and conditions of this Agreement.

This may include but not limited to the following:

1. Access to Client's website and content management system.
2. Timely feedback on Services provision.
3. The Client also agrees to make any necessary changes to its website or content as recommended by the Agency.
4. Add or remove

The Client shall be responsible for the accuracy and legal use of any information submitted to the Agency and shall obtain and maintain all necessary permissions and consents in connection with the Services.

Reporting and Deliverables

Agency agrees to provide Client with **monthly** reports detailing activities performed along with the results of SEO efforts. Agency and Client agree to nominate suitable individuals to act as its representatives to liaise and make them available for a **monthly** call to discuss this report related to this Agreement:

For the Agency: **Agency representative name and email address**

For the Client: **Client representative name and email address**

The following items have been agreed and accepted as deliverables of the project within this Agreement:

1. **[Keyword research report: A report that identifies relevant and appropriate search terms.**
2. **Technical audit report: A report that lists identified issues on the website and changes that have been made to fix them.**
3. **Content creation report: A report that outlines the content that has been produced and the changes that have been made to the website's content.**
4. **On-page optimization report: A report that outlines the changes that have been made to the Client's page elements.**
5. **Add or remove deliverables**

The Agency agrees to make every effort to produce reports that are easy to read and comprehend and clearly indicate the benefits (if any) that Services have had for the Client. Deliverables shall be sent to the Client by email.

Disclaimer of Warranties

The Agency will use its best efforts to improve the Client's website search engine optimization and to achieve the agreed-upon goals. However, the Agency cannot guarantee any specific results;

1. Due to the dynamic nature of SEO, the Agency cannot guarantee specific website traffic numbers or positions for specific keywords.
2. The Agency has no control over the policies and updates of search engines. If the Client's website is dropped in rankings or some URLs get deindexed, the Agency is not liable for this.
3. Add or remove

Services and Deliverables are provided to the Client "As Is" without any specific warranty.

No other warranties of any kind whether expressed 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.

Liability

Each party ("The indemnifying party") agrees to indemnify the other party ("The party seeking indemnification") against all damages, costs, claims, and expenses arising out of any third party claims against the party seeking indemnification hereunder arising from the indemnifying party's breach of its obligations under this Agreement or the gross negligence or willful misconduct of the indemnifying party. The Agency shall not be liable to the Client 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 Agreement, even if it has been advised of the possibility of such potential loss or damage. In no event shall the Agency's liability under this Agreement for any reason whatsoever exceed the total sum paid by the Client to the Agency.

Force Majeure

Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to fire, earthquake, flood, or other natural disaster, epidemic, explosion, casualty, war, terrorism, embargo, riot, civil disturbance, act of public enemy, act of God, or the intervention of any government authority, or similar cause beyond either party's controls ("Force Majeure"). Parties shall have rights to transfer the performance terms to the period when Force majeure is not in effect by their mutual agreement. Parties shall immediately inform each other of the existence of Force majeure within 5 (five) working days starting from the moment when such conditions have appeared.

Confidentiality

All information shared by either party during the course of this Agreement is confidential unless it is already publicly available or is a matter of common knowledge. This confidentiality obligation continues even after the Agreement terminates.

Each party may use the other party's confidential information only to provide the Services under this Agreement, and only as necessary to carry out the terms of this Agreement. No party may disclose the other party's confidential information to any third party without the other party's prior written consent.

Termination

This Agreement shall be in force until the completion of the project and full payment made by the Client. Notwithstanding the foregoing, either party may terminate this Agreement at any time:

1. For convenience by providing **Number of days** days' prior written notice to the other party.
 2. Immediately if the other party materially breaches any of the terms of this Agreement.
-

Governing Law

This Agreement will in all respects be subject to and construed in accordance with the laws of **City and State**. Any dispute arising out of or in connection with this Agreement will be referred to the exclusive jurisdiction of the courts of **City and State**. The court's decision will be final and binding for both parties.

Payment

The Client agrees to pay all fees as stated below. All payments must be received before any Services to be provided. All payments are due on the date specified on the invoice, unless otherwise agreed to in writing. Any incidental costs related to the Services provided to the Client above and beyond the deliverable Services will be reimbursed to the Agency with the Client's prior approval. If the Client terminates the project without prior notice or violates any terms of this Agreement, the full project payment amount will be required and no refund will be provided.

Name	Price	Quantity	Subtotal
Keyword research	\$0.00	1	\$0.00
Content creation	\$0.00	1	\$0.00
Traffic and ranking	\$0.00	1	\$0.00
On-page optimization	\$0.00	1	\$0.00

Add or remove services	\$0.00	1	\$0.00
------------------------	--------	---	--------

Subtotal	\$0.00
Total	\$0.00

Acceptance

By signing below, both parties agree and consent to all of the terms and conditions above. Both signing parties represent and warrant that they have the legal authority to sign this Agreement and bind their respective parties to its terms.

Signature	Signature
Date of signature	Date of signature
Agency Employee Name and Title	Client Employee Name and Title
Agency Company	Client Company