SEO SERVICES CONTRACT

AGENCY & CLIENT — SEARCH ENGINE OPTIMIZATION

AGREEMENT NO.

EFFECTIVE DATE

This SEO Services Contract (the "Agreement") covers search-engine-optimization services the Agency will provide to the Client, including deliverables, reporting, term, and fees.

1 THE PARTIES

Agency

FULL LEGAL NAME / ENTITY

ADDRESS

CITY | STATE | ZIP

PHONE | EMAIL

Client

FULL LEGAL NAME / ENTITY

ADDRESS

CITY | STATE | ZIP

PHONE | EMAIL

2 SERVICES & SCOPE OF WORK

The Provider agrees to perform, and the Client agrees to accept and pay for, the services described below (the "Services"). Work outside this scope is performed only under a written change order signed by both parties.

SEO SERVICES (TECHNICAL, ON-PAGE, CONTENT, LINK BUILDING, LOCAL)

TARGET WEBSITE(S) / URLS

REPORTING FREQUENCY

PRIORITY KEYWORDS / PAGES

3 TERM & SCHEDULE

This Agreement begins on the start date shown and continues until the Services are completed or it is terminated as provided herein. Timeframes are good-faith estimates and may be affected by weather, site conditions, permit timing, and other delays outside the Provider's reasonable control.

Service frequency:

☐ One-time ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ Other

START DATE

END DATE / UNTIL CANCELLED

SERVICE DAYS / TIME WINDOW

4 COMPENSATION & PAYMENT

The Client shall pay the Provider the amounts set out below. Unless stated otherwise, invoices are due on receipt; overdue balances may accrue the late fee shown, and the Provider may suspend Services until the account is current. Prices exclude applicable sales tax unless noted.

TOTAL PRICE / RATE ($)

PRICING BASIS (FLAT / HOURLY / PER VISIT)

Payment schedule:

- ☐ Due on completion
- ☐ Deposit + balance
- ☐ Per invoice / monthly
- ☐ 50% / 50%
- ☐ Other

LATE FEE (% OR $)

ACCEPTED PAYMENT METHODS

5 CLIENT RESPONSIBILITIES

The Client will provide safe and timely access to the premises, accurate information, required approvals, and any utilities, materials, or conditions reasonably needed for the Provider to perform. Delays or extra work caused by the Client may adjust the schedule and price.

6 NO GUARANTEE OF RANKINGS

Search engines control their own rankings with algorithms the Agency does not control. The Agency will use professional, guideline-compliant ("white-hat") methods but does not and cannot guarantee specific rankings, traffic, or revenue. Search-engine penalties resulting from Client-directed practices are the Client's responsibility.

7 CLIENT ACCESS & COOPERATION

The Client will provide timely access to its website, CMS, analytics, and search-console accounts, and will implement or approve recommendations reasonably promptly.

ACCESS PROVIDED (CMS, ANALYTICS, SEARCH CONSOLE, HOSTING)

8 OWNERSHIP & INTELLECTUAL PROPERTY

Upon full payment, the Provider assigns to the Client the rights in the final deliverables created specifically for the Client under this Agreement, except for the Provider's pre-existing materials, tools, and know-how, which remain the Provider's property and are licensed to the Client on a non-exclusive basis to the extent needed to use the deliverables. The Provider may display the completed work in its portfolio unless the Client objects in writing.

9 CONFIDENTIALITY

Each party may receive confidential or proprietary information of the other. The receiving party will use such information only to perform this Agreement, will not disclose it to third parties without consent, and will protect it with at least reasonable care. This obligation survives termination of the Agreement.

10 INDEPENDENT CONTRACTOR

The Provider is an independent contractor, not an employee, partner, or agent of the Client. The Provider is responsible for its own taxes, insurance, tools, and any employees or subcontractors, and controls the manner and means of performing the Services. Nothing in this Agreement creates an employment, agency, or joint-venture relationship, and the Provider is not entitled to employee benefits.

11 LIMITATION OF LIABILITY & INDEMNIFICATION

To the maximum extent permitted by law, the Provider's total liability arising out of or relating to this Agreement will not exceed the total fees paid under it, and neither party will be liable for indirect, incidental, special, or consequential damages. Each party agrees to indemnify and hold the other harmless from third-party claims arising from its own negligence, willful misconduct, or breach of this Agreement.

12 CANCELLATION & TERMINATION

Either party may terminate this Agreement on written notice as set out below. On termination, the Client shall pay for Services performed and non-cancellable costs incurred through the termination date; deposits are applied to those amounts first and are refundable only to the extent they exceed them, unless marked non-refundable.

NOTICE REQUIRED (DAYS)

DEPOSIT / CANCELLATION TERMS

13 GENERAL TERMS

This Agreement is governed by the laws of the state identified below, without regard to its conflict-of-laws rules, and represents the entire agreement between the parties, superseding all prior discussions. It may be amended only by a writing signed by both parties. If any provision is held invalid, the remaining provisions remain in full force. Neither party is liable for delays or failures caused by events beyond its reasonable control (including weather, natural disasters, supply or labor shortages, or governmental action). Notices must be in writing and delivered to the addresses shown above. This Agreement may be signed in counterparts, including electronically.

GOVERNING STATE / JURISDICTION

14 ADDITIONAL TERMS

The parties may record additional agreed terms or special provisions below. Any handwritten addition or alteration should be initialed by all parties.

ADDITIONAL TERMS / SPECIAL PROVISIONS

15 SIGNATURES (all parties)

By signing below, each party acknowledges that they have read and understood this Agreement and agree to be bound by all of its terms as of the Effective Date.

AGENCY SIGNATURE

PRINT NAME

DATE

TITLE / CAPACITY (IF SIGNING FOR AN ENTITY)

CLIENT SIGNATURE

PRINT NAME

DATE

TITLE / CAPACITY (IF SIGNING FOR AN ENTITY)