

SEO Contract Template

Free template. Adapt for your jurisdiction. Not legal advice.

BETWEEN:	
AGENCY:	
CLIENT:	
DATE:	

01 SCOPE OF WORK

Agency will provide the SEO services described in Exhibit A or the attached proposal, including technical SEO, on-page optimization, content strategy, and performance reporting. The parties may update the specific monthly activities in writing without amending the entire agreement, provided such updates stay within the agreed scope.

02 NO RANKING GUARANTEE

Client understands that search engine rankings are determined by algorithms controlled by third parties. Agency does not guarantee specific rankings, positions, traffic levels, or revenue outcomes. Any forward-looking statements or examples of past performance are opinions only and do not constitute a promise of future results.

03 ALGORITHM UPDATE PROTECTION

Client acknowledges that search engines may update their algorithms without notice. These updates can significantly impact rankings and traffic, even when best practices are followed. Agency will monitor major industry-reported updates and may recommend adjustments to strategy. Agency is not liable for loss of traffic, leads, or revenue caused by algorithm changes.

04 REPORTING FREQUENCY

Agency will provide performance reports on a

basis, delivered through

. Reports will include agreed-upon key metrics such as organic traffic, key ranking movements, and lead or conversion data where available. Additional custom reports may be provided subject to a separate fee.

Tie this directly into your operations. If you manage work in or another agency project management tool, say that the portal is where they will see live progress and comments, while the report is a snapshot.

05 PAYMENT TERMS

Client will pay fees as described in the Order Form or proposal. Unless otherwise stated, retainers are billed monthly in advance. One-time projects are billed

% upfront and

% on completion or as otherwise agreed in writing. Invoices are payable within

days. Agency may charge interest or late fees on overdue amounts as permitted by law and may pause work for invoices more than

days past due.

06 CANCELLATION AND NOTICE

Either party may terminate this agreement for any reason with

days written notice. Termination does not relieve Client of the obligation to pay for services already performed. Fees paid for the current billing period are non-refundable. If Client cancels with less notice than required, Client will pay an amount equal to the fees for the notice period that was not provided.

07 IP AND OWNERSHIP

Upon full payment of all fees due, Client will own the final versions of content, copy, and creative assets created specifically for Client under this agreement. Agency retains ownership of its pre-existing materials, internal tools, templates, and methodologies. Nothing in this agreement transfers ownership of Agency's brand, software, or proprietary systems.

08 CLIENT RESPONSIBILITIES

Client agrees to: (a) provide timely access to websites, analytics, and other systems necessary for Agency to perform the services; (b) implement reasonable technical and content recommendations provided by Agency, or clearly communicate when recommendations will not be implemented; and (c) provide accurate information about Client's products, services, and policies. Agency is not responsible for delays or underperformance caused by Client's failure to meet these responsibilities.

This is a quiet hero clause. It gives you language to use when a client refuses to implement fixes and then complains about results.

09 WHITE-HAT DECLARATION

Agency will use SEO practices that are consistent with the published guidelines of major search engines, often referred to as "white-hat" techniques. Agency will not knowingly engage in deceptive practices such as automated spam, hidden text or links, or purchased links from low-quality networks. Client acknowledges that requests to engage in such activities will be refused.

This protects your reputation and gives you a formal reason to say no when someone asks for shortcuts.

10 CONFIDENTIALITY AND NDA

Each party may receive confidential information from the other, including business plans, performance data, pricing, and non-public technical information. Each party agrees to use the other's confidential information only to fulfill its obligations under this agreement and not to disclose it to third parties except as required by law or with prior written consent. These confidentiality obligations survive termination of the agreement.

If your client needs a separate NDA, reference it here so the two documents do not contradict each other.

11 CHANGE ORDER PROCESS

Any material change to the scope of services, including new projects, additional websites, or significant increases in content volume, will be documented in a written change order. The change order will describe the additional work, associated fees, and impact on timelines. Both parties must approve the change order in writing before Agency begins the additional work.

You can keep this language short. The important part is that you have a shared rule: no big changes without a written change order.

12 LIMITATION OF LIABILITY

To the maximum extent permitted by law, Agency's total liability for any claims arising out of or relating to this agreement, whether in contract, tort, or otherwise, will not exceed the total fees paid by Client to Agency under this agreement in the

months preceding the event giving rise to the claim. Agency will not be liable for lost profits, lost revenue, or indirect, special, or consequential damages.

This is the clause that saves you from "we want you to pay for our entire revenue drop" after an algorithm update or internal mistake.

13 DATA PROTECTION (GDPR/CCPA)

To the extent Agency processes personal data on behalf of Client in connection with the services, the parties agree to comply with applicable data protection laws, including the EU General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), as amended. If required, the parties will enter into a separate data processing agreement that sets out roles, responsibilities, and instructions for handling personal data. Client remains responsible for the lawfulness of its own data collection practices and privacy notices.

You do not need a 40-page DPA baked into your contract, but you should at least acknowledge that data protection laws exist and that there may be a separate document.

14 GOVERNING LAW AND VENUE

This agreement is governed by the laws of

, without regard to its conflict of law principles. Any disputes arising out of or relating to this agreement will be resolved in the courts located in

, and the parties consent to the personal jurisdiction of those courts.

Pick a jurisdiction where your lawyer is comfortable defending you. If you are a remote agency with clients everywhere, this clause matters more than you think.

SIGNATURES

AGENCY

SIGNATURE

NAME

TITLE

DATE

CLIENT

SIGNATURE

NAME

TITLE

DATE