

This agreement is hereby entered into between **[INDICATE NAME OF COMPANY]** (herein referred as **“Contractor”**) and **[INDICATE NAME OF CLIENT COMPANY**] (hereinafter referred to as **“Client”**) on the [ ] day of [ ], 20[ ].

1. Contractor SEO agrees to provide Client with Search Engine Optimization Services (hereinafter referred to as “SEO”) as described in this agreement. Contractor SEO is given the authority to use the specific keywords and phrases provided for by the client, in order to improve the ranking of, and/or position the contents of the Client’s URL(s), [STATE CLIENT WEBSITE] in the search engines and directories that are most frequently used by the general public - Bing, Google, Yahoo, Ask.com, AOL.com, Baidu, and other relevant search engines.
2. The Search Engine Optimization Services to be provided by the Contractor shall include the following (but are not limited to):
3. Researching keywords and phrases and selecting appropriate and relevant search terms.
4. Preparing the number of keywords or those listed in the Proposal for the SEO. Any additional keyword purchases shall require a separate contract.
5. Editing various HTML tags and page texts as necessary prior to submission to selected search engines and directories.
6. Creating additional web pages for the purpose of increasing keyword or phrase searches.
7. Submitting client’s pages to the engines and directories - Bing, Google, Yahoo, Ask.com, AOL.com, Baidu, and other relevant search engines.
8. Creating position reports for the main site and any associated and relevant pages showing rankings in major search engines listed in the contract, as well as positioning listed relevant keywords.
9. Obtaining backlinks from other related websites and directories in order to generate website and page popularity and increase website traffic up to [INDICATE AMOUNT IN PERCENTAGE] %.
10. Editing and optimizing website keywords for various HTML tags and metadata including page titles and page text as necessary up to [INDICATE AMOUNT].
11. Analyzing and providing recommendations to optimize website structure, navigation, code, etc. for best SEO purposes.
12. Recommending additional and relevant web pages, links, or content for the purpose of generating keywords or phrases for web page optimization.
13. Increasing website traffic and ranking of client’s site, and furnishing client a list of associated pages that show up when specific key words or phrases relating to the client’s website are searched in major search engines
14. Providing client a list of its competitors with information on their websites for strategic marketing purposes.
15. The Client agrees to pay the Contractor a fee as stated in the agreed “Proposal.” Such fee must be received before the start of any service by the Contractor. SEO Services as offered by the Contractor are intended to provide the client with preferential website positioning and ranking in selected search engines and a report of service results shall be provided to the client in a timely basis.
16. In order to receive the full benefit of the professional SEO services, Client agrees to furnish the following:
17. Provide administrative or back end access to the client’s website for purposes of analyzing the content and structure of such website.
18. Client agrees to grant permission to contractor to make changes for the purpose of website optimization, and shall grant permission to contractor to communicate directly with any third parties, such as client’s web designer, if necessary.
19. Client agrees to grant the Contractor unlimited access to existing website traffic statistics for the purpose of website analysis and tracking.
20. Client agrees to grant contractor SEO the use of all logos, trademarks, website images, and other relevant materials, for the purpose of creating informational pages and any other uses as deemed necessary by the Contractor SEO for search engine positioning and optimization.
21. Client shall provide any additional information the Contractor SEO might deem necessary, such as text content in electronic format, for the purpose of creating additional and richer web pages. Contractor SEO is capable of creating site content at some additional cost on behalf of the Client.
22. Client agrees and acknowledges the following with respect to the SEO services rendered by contractor:
	1. That the 75% down payment paid before operation is deemed non-refundable.
	2. That the exchange of documents between the Contractor and client, which includes but is not limited to - service cost, documents, recommendations, and reports in relation to the SEO service, is confidential.
	3. That contractor SEO has no control over the terms and conditions of search engines in relation to the type of sites and web content they accept. That there is a possibility that the Client’s website may be excluded at any time from any directory or search engine at the sole discretion of the search engine or directory.
	4. By reason of the nature and competitiveness of some keywords or phrases used by other websites, as well as consistent changes in search engine rankings and algorithms, and other relevant competitive factors, the Contractor cannot guarantee to the Client a number one position in website rankings or be even included consistently in the top 10 positions for any specific keyword, phrase, or search term. Contractor SEO merely guarantees an increase of traffic on the client’s website by [INDICATE PERCENTAGE] % after [INDICATE TARGET PERIOD FOR GOAL ACCOMPLISHMENT]. However, if Contractor SEO fails to increase traffic to the site as previously mentioned, the Contractor SEO shall continue SEO services at no additional cost to the Client until such a percentage is met.
	5. That Google, the most popular and used search engine, has been known to restrain the rankings of newly created and launched websites (or pages) until they have existed for more than six months. Also referred to as the “Google Sandbox.” Contractor disclaims any liability for ranking, website traffic, and indexing problems related to the Google Sandbox policies.
	6. Search engines like Google and Baidu will drop listings of websites and pages for no apparent or for valid reason. In most times, these listings will reappear without any additional search engine optimization. In the event a client’s listing is dropped during the duration of the campaign and does not reappear within [INDICATE SPECIFIC NUMBER OF DAYS] days of campaign completion, the Contractor will reoptimize the website and pages based on the provided policies of the search engine that has dropped the listing.
	7. There are some search engines that provide expedited listing services for a consideration. In the event the Client wishes to avail of said expedited listing services, the latter shall be responsible for its payment - inclusion fee or paid listing service fees.
23. The Contractor service provider disclaims any liability for changes made to the client’s website by authorized third parties that adversely affect the search engine rankings of the Client’s web site or page.
24. Any additional services or “ad hoc work” not listed in this service contract will require a fee of $50 per hour.
25. Client warrants that any element of design, such as texts, graphics, photos, trademarks, or other artwork, furnished to the Contractor for incorporation onto the website subject are owned by Client, or that Client has received permission or copyright franchise from the rightful owner to make use of them. If a case or suit shall arise from misuse or copyright infringement, the Client shall defend Contractor and its subcontractors and shall pay for litigation expenses.
26. The Contractor’s obligation to provide free consultation services to the client shall cease in the event the client cancels this service contract or does any conduct contrary to the provisions of this agreement. In addition to the contract termination, any payment made by the client shall be forfeited to the Contractor when the contract terminates and it is the Client’s fault.
27. Definition. For purposes of this service contract, the following words are given their respective meanings;
	1. Search engines are readily available indexes on the World Wide Web for searching websites and relevant website pages that match a specific keyword or phrase. They include popular search engines such as Google, Yahoo!, and Bing Search.
	2. Search engine optimization is the process of changing the code and content of a website and its relevant pages for the purpose of increasing its ranking in previously mentioned search engines.
	3. Keywords or key phrases are words or phrases that are inputted in a search bar of a search engine to help the person entering the key word or phrase locate relevant websites or pages in relation to the keyword searched.
	4. Rankings are placements of websites in a search engine when a specific keyword or phrase is searched.
	5. Traffic means the statistics of people visiting the website.

1. Jurisdiction in Case of Litigation. Any disputes leading to a suit arising from this SEO Service Contract shall be litigated in [INDICATE CHOSEN PLACE OF JURISDICTION]. This Agreement shall be governed in accordance with the laws of [INDICATE STATE].

**[NAME AND SIGNATURE OF CLIENT]**

[DATE SIGNED]

**[NAME AND SIGNATURE]**

[TITLE OR POSITION IN THE SEO COMPANY]

[DATE SIGNED]