

Sample SEO services agreement

A buyer-first negotiation draft

Illustrative language for scope, term, performance, links, accounts, reporting, subcontractors, ownership, conflicts and exit.

12 CLAUSES	19 DECISIONS TO COMPLETE	1 COUNSEL REVIEW
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Educational sample only. Replace every bracketed field, attach a precise statement of work and have qualified counsel adapt the final agreement before signature.



ILLUSTRATIVE AGREEMENT

How to use this sample

This document translates an SEO contract checklist into sample operational language. It is not a complete agreement for any jurisdiction. The bracketed items are decisions, not formatting decorations: complete them before counsel review.

CLIENT	[CLIENT LEGAL NAME]
AGENCY	[AGENCY LEGAL NAME]
EFFECTIVE DATE	[DATE]
SOW	[TITLE AND DATE]

1

Parties, effective date and contract documents

WHY IT IS HERE: Identifies who is bound and which documents control.

This illustrative SEO Services Agreement (Agreement) is entered into as of [EFFECTIVE DATE] by and between [CLIENT LEGAL NAME], with an address at [CLIENT ADDRESS] (Client), and [AGENCY LEGAL NAME], with an address at [AGENCY ADDRESS] (Agency).

The Agreement includes each signed statement of work (SOW). If documents conflict, the following order controls: (1) a signed amendment that expressly changes this Agreement; (2) this Agreement; (3) the applicable SOW; and (4) an incorporated proposal. Purchase-order boilerplate does not amend the Agreement.

2

Services, deliverables and change control

WHY IT IS HERE: Separates promised work from assumptions and sales language.

Agency will perform only the services and deliverables stated in the applicable SOW. Each SOW should identify scope, deliverables, milestones, dependencies, named roles, excluded work, approval owners and fees.

A change to scope, timing, assumptions or fees is effective only through a written change order approved by authorised representatives of both parties. Agency will notify Client before performing out-of-scope work that would create an additional charge.



3

Term, renewal and fees

WHY IT IS HERE: Makes commitment length and renewal cost visible.

The initial term begins on [START DATE] and continues for [INITIAL TERM]. After the initial term, the Agreement will [END / CONTINUE MONTH-TO-MONTH / RENEW FOR ____] unless either party gives at least [NOTICE PERIOD] written notice before the renewal date.

Client will pay the fees and approved expenses stated in the SOW. Invoices are due within [PAYMENT DAYS] days. Agency may not increase recurring fees during the initial term. Any later increase requires at least [PRICE NOTICE] days written notice and does not prevent Client from using an available termination right.

4

Performance standard and no ranking guarantee

WHY IT IS HERE: Defines professional conduct without promising an uncontrollable outcome.

Agency will perform the services with reasonable professional skill and care, follow the approved SOW, and explain material recommendations and changes in sufficient detail for Client to make an informed decision.

Agency does not guarantee a particular ranking, traffic level, lead volume or revenue outcome. Agency will not state or imply that it has special access to, approval from, or control over a search engine's ranking systems.



5

Search-policy and link safeguards

WHY IT IS HERE: Turns policy risk into approval and reporting duties.

Agency will not knowingly use cloaking, hidden links, automated link creation, undisclosed paid links, required unqualified contract links, or another tactic primarily intended to manipulate search rankings in violation of an applicable search platform policy identified in the SOW.

Before a paid, sponsored, exchanged or otherwise material link placement, Agency will disclose the publisher, destination URL, proposed anchor text, cost, commercial relationship and intended link qualification. Client may reject a placement before publication. Commercial links must be qualified where required, including with rel="sponsored" or rel="nofollow" when applicable.

Agency will maintain a placement register and promptly disclose a suspected policy violation, manual action or material loss of placements connected to the services.

6

Client accounts, access and security

WHY IT IS HERE: Keeps core business systems under client control.

Client will own and administer its domain, hosting, analytics, Search Console, tag-management, advertising and business-profile accounts. Agency will use named-user access with the least privilege reasonably needed for the services and will not share credentials where named access is available.

Agency will use reasonable safeguards for Client credentials and data, notify Client without undue delay after discovering a security incident affecting them, cooperate with remediation, and revoke personnel or subcontractor access when no longer required.



7

Reporting, records and approvals

WHY IT IS HERE: Makes performance claims reproducible and decisions auditable.

Agency will report [CADENCE] using the data sources, KPI definitions, attribution windows, brand exclusions and CRM stages listed in the SOW. Reports will distinguish search-platform data, analytics data, CRM data and Agency estimates.

Agency will keep a change log for material site changes and a decision log for approvals, rejected recommendations and blocked dependencies. Client may export reports and underlying Client-specific data in a commonly readable format during the term and for [EXPORT WINDOW] days after termination.

8

Personnel and subcontractors

WHY IT IS HERE: Preserves the delivery model evaluated during selection.

The key roles are [ACCOUNT LEAD], [SEO STRATEGIST] and [TECHNICAL LEAD]. Agency will give reasonable notice of a material change and provide a continuity plan and replacement with reasonably comparable experience.

Agency may not use a material subcontractor without prior disclosure to Client. Agency remains responsible for subcontracted work and will bind each subcontractor to written confidentiality, security, search-policy and intellectual-property obligations at least as protective as the relevant obligations in this Agreement.

9

Intellectual property and third-party materials

WHY IT IS HERE: Separates transferred work from agency tools and licensed assets.

Subject to full payment for the applicable deliverable, Agency assigns to Client all right, title and interest that Agency owns in the final copy, designs, code, research and other deliverables created specifically for Client and identified as Client-owned in the SOW. Agency will sign further documents reasonably needed to record that assignment.

Agency retains ownership of its pre-existing methods, templates, software, know-how and tools listed in the SOW (Agency Materials). To the extent Agency Materials are embedded in a deliverable, Agency grants Client a perpetual, worldwide, non-exclusive, royalty-free licence to use, reproduce, modify and distribute them only as part of, or as needed to use, that deliverable.

Agency will disclose third-party materials and their licence terms before incorporation. Agency will not include an asset that requires an undisclosed recurring fee or prevents Client from using the deliverable as contemplated by the SOW.



10

Confidentiality, data use and conflicts

WHY IT IS HERE: Protects non-public strategy while defining real competitor conflicts.

Each party will protect the other party's non-public business, technical and customer information using at least reasonable care and use it only to perform or receive the services. Standard exclusions for public, previously known, independently developed and lawfully received information should apply.

Agency will not reuse Client's confidential keywords, roadmaps, tests, customer data or unpublished findings for another client. Agency will disclose before accepting work for [NAMED COMPETITORS / PROTECTED CATEGORY AND TERRITORY]. The agreed remedy for a new conflict is [CONSENT / SEPARATE TEAM AND INFORMATION BARRIER / TERMINATION RIGHT].

11

Termination, suspension and exit assistance

WHY IT IS HERE: Prices the exit and makes handover measurable.

Either party may terminate for convenience on [CONVENIENCE NOTICE] days written notice after [ANY MINIMUM TERM]. Either party may terminate for material breach if the breach is not cured within [CURE PERIOD] days after written notice. Immediate termination events, if any, must be listed expressly.

On termination, Client will pay undisputed fees for services properly performed through the effective termination date. Within [HANDOVER DAYS] days, Agency will return or transfer Client-owned accounts, credentials, final and in-progress files, change logs, placement registers, reports and Client-specific data in reasonably usable formats. Agency will delete remaining Client confidential information subject to stated legal-retention exceptions.



12

Terms counsel must complete

WHY IT IS HERE: Flags the legal architecture this operational sample intentionally cannot decide.

Qualified counsel should add or approve provisions addressing warranties, disclaimers, indemnities, liability caps and exclusions, insurance, privacy and any required data-processing agreement, taxes, worker classification, compliance with applicable law, governing law, dispute resolution, notices, assignment, force majeure, severability, waiver, survival, electronic signatures and the entire agreement.

Do not sign this sample by itself. The correct wording and enforceability of these terms depend on the parties, services, data, risk allocation and governing jurisdiction.

Illustrative signature block

Complete and sign only after counsel has approved the full agreement and every bracketed field.

CLIENT	AGENCY
Legal name: _____	Legal name: _____
By: _____	By: _____
Name / title: _____	Name / title: _____
Date: _____	Date: _____



FINAL REVIEW

Decisions to take to counsel

Do not solve these by copying a clause from another contract. Record the commercial decision first, then ask counsel to express it for the governing jurisdiction.

Governing law and forum	
Liability cap and exclusions	
Indemnity scope and process	
Privacy and data-processing terms	
Insurance requirements	
Notice addresses	
Signature authority	

Source notes

Google Search Central, Do you need an SEO? - developers.google.com/search/docs/fundamentals/do-i-need-seo

Google Search Essentials, Spam policies - developers.google.com/search/docs/essentials/spam-policies

US Copyright Office, Circular 30: Works Made for Hire - copyright.gov/circs/circ30.pdf

17 USC 204, Execution of transfers of copyright ownership - [law.cornell.edu/uscode/text/17/204](https://www.law.cornell.edu/uscode/text/17/204)

This sample is educational procurement content, not legal advice or a substitute for a lawyer. Do not sign it without jurisdiction-specific review and completion of the deferred legal terms.