



SEO COMPANIES HUB

SEO agency contract checklist

24 clauses to review before you sign

A practical buyer workbook for checking term length, termination, ownership, subcontracting, links, reporting, access and conflicts.

24

CHECKS

8

RISK AREAS

17

ESSENTIALS

Use it before signature, at renewal, or when comparing finalist agreements. Mark only what the written contract actually resolves.

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BUYER WORKBOOK

How to use this checklist

Review the master agreement, statement of work, proposal and order form together. If documents conflict, the order-of-precedence clause determines which promise survives.

1	Start with every item marked ESSENTIAL. These 17 checks create the fastest defensible first pass.
2	Complete the seven EXPANDED checks before legal review or final approval.
3	Write unresolved questions in the notes area. A promise in a call does not count unless the signed documents incorporate it.
4	Escalate ownership, data protection, liability and cross-border terms to qualified counsel in the relevant jurisdiction.

THE 24-ITEM REVIEW

1. Term and renewal

[]	The start date, initial term and renewal period are explicit Do not rely on a sales email to define when the commitment begins or how long a renewal lasts.	ESSENTIAL
[]	Automatic renewal and notice deadlines are prominent Record the exact notice window and delivery method required to prevent renewal.	ESSENTIAL
[]	Any ramp or minimum term is tied to a stated delivery reason A long term should correspond to implementation or production commitments, not merely vendor preference.	EXPANDED

2. Termination and exit

[]	There is a workable termination-for-convenience right Confirm notice length, fees through the exit date and whether prepaid amounts are refundable.	ESSENTIAL
[]	Breach, cure periods and immediate termination events are defined Separate remediable failures from serious events such as confidentiality, security or policy violations.	ESSENTIAL
[]	Exit assistance and handover deadlines are documented Specify the accounts, files, reports, credentials and work-in-progress that must be returned.	ESSENTIAL



3. IP and content ownership

[]	Ownership of paid-for content, designs, code and research is explicit Name each asset class rather than relying on a broad phrase such as deliverables.	ESSENTIAL
[]	Pre-existing tools and reusable agency materials are separated The agency can retain its methods while granting you the rights needed to use embedded materials after exit.	EXPANDED
[]	Third-party images, fonts, data and software have usable licences Require disclosure of licence restrictions, recurring fees and assets that cannot be transferred.	ESSENTIAL

4. Team and subcontracting

[]	Key roles, senior oversight and expected allocation are identified The contract or statement of work should match the team sold during the proposal process.	ESSENTIAL
[]	Subcontracting requires disclosure and equivalent obligations Confidentiality, security, quality and IP obligations should follow the work to subcontractors.	ESSENTIAL
[]	Material team changes require notice and a continuity plan Define what happens if the strategist, account lead or specialist named in the proposal leaves.	EXPANDED

5. Links and search-policy risk

[]	Link acquisition methods and prohibited tactics are documented Require enough transparency to assess paid placements, exchanges, automation and site quality.	ESSENTIAL
[]	You can reject risky placements or tactics before publication Approval rights matter when the site owner carries the search-policy and reputation risk.	ESSENTIAL
[]	Placement costs, destinations and qualification attributes are reported The record should identify paid or sponsored arrangements and the URLs affected.	EXPANDED



6. Reporting and measurement

[]	KPIs, formulas, sources and attribution windows are defined A ranking, lead or revenue number is not reproducible until its scope and exclusions are written down.	ESSENTIAL
[]	Reporting cadence, meeting owners and escalation paths are clear State who receives what, when decisions are made and how blocked implementation is escalated.	EXPANDED
[]	Raw data and reports remain exportable after termination Avoid a measurement history that disappears with an agency-controlled dashboard licence.	ESSENTIAL

7. Accounts, access and data

[]	Core accounts are client-owned with named administrators Analytics, Search Console, tag management, domains, hosting and business profiles should not depend on one vendor login.	ESSENTIAL
[]	Access follows least privilege and can be revoked Match permissions to the work and avoid shared credentials where named-user access exists.	ESSENTIAL
[]	Security incidents, deletion and data return duties are stated Include notification, cooperation, retention and secure deletion expectations appropriate to the data involved.	EXPANDED

8. Conflicts and exclusivity

[]	A direct competitor and the protected market are defined Industry-wide exclusivity is often impractical; identify the competitors, products or territories that matter.	ESSENTIAL
[]	New conflicts trigger disclosure and an agreed remedy Decide whether the remedy is consent, information barriers, team separation or termination.	ESSENTIAL
[]	Confidential strategy and unpublished data cannot be reused Separate general know-how from your customer data, roadmaps, experiments and non-public findings.	EXPANDED

Language that deserves another look

These examples are prompts for investigation, not conclusions about enforceability. Ask what the clause means operationally, then require the answer in the agreement.

AREA	LANGUAGE TO INVESTIGATE
Term	Automatic renewal with a short notice window hidden outside the signature page.
Exit	All remaining fees become payable after any termination, regardless of cause or undelivered work.
Ownership	The agency owns all deliverables and grants a revocable licence that ends with the engagement.
Subcontracting	Any service may be subcontracted at the agency's sole discretion without notice.
Links	Link sources and methods are proprietary and excluded from reporting.
Reporting	Success depends on a proprietary score whose methodology may change.
Access	Analytics and business-profile accounts are created inside the agency's organisation.
Conflicts	The agency may work for any competitor and decide internally whether safeguards are sufficient.

Decision notes

1.	
2.	
3.	
4.	

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 workbook is practical procurement guidance, not legal advice. Contract law and copyright treatment vary by jurisdiction. Have qualified counsel review the final agreement.