

SEO/SEM MARKETING SERVICES AGREEMENT

Effective Date: _____

This SEO/SEM Marketing Services Agreement (the "Agreement") is entered into by and between:

SERVICE PROVIDER:

[Company Name]

[Address]

[City, State ZIP]

[Email] | [Phone]

(hereinafter referred to as "Agency")

CLIENT:

[Client Company Name]

[Address]

[City, State ZIP]

[Email] | [Phone]

(hereinafter referred to as "Client")

Agency and Client may be referred to individually as a "Party" and collectively as the "Parties."

1. SCOPE OF SERVICES

1.1 SEO Services

Agency agrees to provide the following Search Engine Optimization services:

- (a) Technical SEO audit and implementation, including site speed optimization, mobile responsiveness, crawlability, and indexation improvements
- (b) On-page optimization including meta titles, descriptions, header tags, internal linking, and content optimization
- (c) Keyword research and strategy development for targeted search terms
- (d) Content strategy and creation as specified in Exhibit A
- (e) Link building and off-page SEO strategies using white-hat methodologies

- (f) Local SEO optimization including Google Business Profile management (if applicable)
- (g) Monthly reporting and analytics review

1.2 SEM Services

Agency agrees to provide the following Search Engine Marketing services:

- (a) Pay-per-click (PPC) campaign setup, management, and optimization on platforms including Google Ads and Microsoft Advertising
- (b) Keyword bidding strategy development and implementation
- (c) Ad copywriting and A/B testing
- (d) Landing page recommendations and conversion rate optimization
- (e) Remarketing/retargeting campaign management
- (f) Budget management and spend optimization
- (g) Performance reporting and ROI analysis

1.3 Service Limitations

Services expressly excluded from this Agreement unless otherwise specified in Exhibit A include: social media marketing, email marketing, traditional advertising, public relations, and website development or hosting services.

2. TERM AND TERMINATION

2.1 Initial Term

This Agreement shall commence on the Effective Date and continue for an initial term of _____ months (the "Initial Term"), unless earlier terminated in accordance with the provisions herein.

2.2 Renewal

Following the Initial Term, this Agreement shall automatically renew for successive periods of _____ months (each a "Renewal Term") unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

2.3 Termination for Convenience

After the Initial Term, either Party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other Party.

2.4 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice thereof; (b) becomes insolvent or files for bankruptcy; or (c) engages in fraudulent, illegal, or unethical conduct.

2.5 Effect of Termination

Upon termination: (a) Client shall pay all fees and expenses incurred through the termination date; (b) Agency shall provide Client with all work product completed as of the termination date; (c) Agency shall assist with reasonable transition activities for up to thirty (30) days; and (d) each Party shall return or destroy confidential information belonging to the other Party.

3. COMPENSATION AND PAYMENT

3.1 Service Fees

Client agrees to pay Agency the following fees:

- (a) **Monthly Retainer:** \$_____ per month for SEO/SEM management services
- (b) **Setup Fee:** \$_____ one-time fee for initial audit, strategy development, and campaign setup (due upon execution)
- (c) **Ad Spend Budget:** \$_____ per month (paid directly to advertising platforms or through Agency as specified)

3.2 Payment Terms

Invoices shall be issued on the first (1st) day of each month and are due within fifteen (15) days of invoice date. Late payments shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

3.3 Ad Spend

Client acknowledges that ad spend budgets are separate from Agency management fees. Agency shall not be responsible for costs incurred due to advertising platform price fluctuations, policy changes, or account suspensions resulting from Client's business practices or content.

3.4 Fee Adjustments

Agency may propose fee adjustments upon thirty (30) days' written notice. Client may accept the adjusted fees or terminate this Agreement without penalty by providing written notice within the thirty (30) day period.

4. CLIENT RESPONSIBILITIES

Client agrees to:

- (a) Provide timely access to website hosting, CMS platforms, analytics accounts, and advertising accounts necessary for Agency to perform services
- (b) Designate a primary point of contact who has authority to approve deliverables and make decisions
- (c) Review and provide feedback on deliverables within five (5) business days of receipt

- (d) Ensure all content, products, and services promoted comply with applicable laws and advertising platform policies
- (e) Not make material changes to website structure, content, or technical configuration without prior consultation with Agency
- (f) Maintain accurate and up-to-date business information for local SEO purposes

5. PERFORMANCE EXPECTATIONS

5.1 No Guaranteed Results

Client acknowledges that SEO and SEM results depend on numerous factors outside Agency's control, including but not limited to: search engine algorithm changes, competitor actions, market conditions, and Client's website and business practices. Agency does not guarantee specific rankings, traffic levels, or conversion rates.

5.2 Best Practices

Agency agrees to employ industry-standard best practices and adhere to search engine guidelines. Agency shall use only "white-hat" SEO techniques and shall not engage in practices that could result in penalties or sanctions from search engines.

5.3 Reporting

Agency shall provide monthly performance reports including: keyword rankings, organic traffic metrics, PPC campaign performance, conversion data, and recommendations for optimization. Reports shall be delivered by the tenth (10th) business day of each month for the prior month's performance.

6. INTELLECTUAL PROPERTY

6.1 Client Materials

Client retains all rights to pre-existing materials, trademarks, logos, and brand assets provided to Agency. Client grants Agency a limited, non-exclusive license to use such materials solely for performing services under this Agreement.

6.2 Work Product

Upon full payment of all fees due, Client shall own all custom content, ad copy, landing page copy, and other deliverables created specifically for Client under this Agreement. Agency retains ownership of its proprietary tools, methodologies, templates, and processes.

6.3 Account Ownership

All advertising accounts, analytics accounts, and related data created or managed on Client's behalf belong to Client. Upon termination, Agency shall transfer administrative access to Client within ten (10) business days.

7. CONFIDENTIALITY

7.1 Definition

"Confidential Information" means any non-public information disclosed by one Party to the other, including but not limited to: business plans, financial data, customer lists, marketing strategies, pricing information, and technical data.

7.2 Obligations

Each Party agrees to: (a) maintain Confidential Information in strict confidence; (b) use Confidential Information only for purposes of this Agreement; (c) not disclose Confidential Information to third parties without prior written consent; and (d) protect Confidential Information using at least the same degree of care used to protect its own confidential information.

7.3 Duration

Confidentiality obligations shall survive termination of this Agreement for a period of three (3) years.

8. REPRESENTATIONS AND WARRANTIES

8.1 Agency Warranties

Agency represents and warrants that: (a) it has the expertise and resources to perform the services; (b) services will be performed in a professional and workmanlike manner; (c) it will comply with all applicable laws and search engine guidelines; and (d) work product will not infringe upon third-party intellectual property rights.

8.2 Client Warranties

Client represents and warrants that: (a) it has the authority to enter into this Agreement; (b) all materials provided to Agency do not infringe upon third-party rights; (c) Client's products, services, and business practices comply with applicable laws; and (d) Client has obtained all necessary consents for data processing activities.

8.3 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH HEREIN, AGENCY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

9.1 Cap on Liability

IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CLIENT TO AGENCY DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

9.2 Exclusion of Damages

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, REGARDLESS OF THE CAUSE OF ACTION OR WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Exceptions

The limitations in this Section 9 shall not apply to: (a) breaches of confidentiality obligations; (b) infringement of intellectual property rights; (c) willful misconduct or gross negligence; or (d) Client's payment obligations.

10. INDEMNIFICATION

10.1 Client Indemnification

Client shall indemnify, defend, and hold harmless Agency and its officers, directors, employees, and agents from any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from: (a) Client's breach of this Agreement; (b) Client's products, services, or business practices; (c) materials provided by Client that infringe third-party rights; or (d) Client's violation of applicable laws.

10.2 Agency Indemnification

Agency shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from: (a) Agency's gross negligence or willful misconduct; or (b) Agency's infringement of third-party intellectual property rights in deliverables created by Agency.

11. NON-SOLICITATION

During the term of this Agreement and for a period of twelve (12) months following termination, neither Party shall directly solicit for employment any employee of the other Party who was involved in performing or receiving services under this Agreement, without the prior written consent of the other Party.

12. GENERAL PROVISIONS

12.1 Independent Contractor

Agency is an independent contractor and nothing in this Agreement shall be construed to create an employment, partnership, joint venture, or agency relationship between the Parties.

12.2 Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign to a successor in connection with a merger, acquisition, or sale of all or

substantially all of its assets.

12.3 Force Majeure

Neither Party shall be liable for delays or failures in performance resulting from circumstances beyond its reasonable control, including natural disasters, war, terrorism, labor disputes, government actions, or internet service disruptions.

12.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

12.5 Dispute Resolution

Any dispute arising out of this Agreement shall first be submitted to good-faith mediation. If mediation is unsuccessful, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, conducted in _____ [City, State].

12.6 Notices

All notices under this Agreement shall be in writing and delivered via email with confirmation of receipt, certified mail, or overnight courier to the addresses set forth above or such other address as a Party may designate in writing.

12.7 Entire Agreement

This Agreement, including all Exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements relating to its subject matter.

12.8 Amendment

This Agreement may only be amended by a written instrument signed by both Parties.

12.9 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.10 Waiver

The failure of either Party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AGENCY:

CLIENT:

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

EXHIBIT A

SERVICE SPECIFICATIONS

A.1 Included Services

[Detail specific services, deliverables, and frequencies here]

A.2 Target Keywords

[List primary and secondary target keywords]

A.3 Content Deliverables

[Specify number of blog posts, pages, etc. per month]

A.4 Advertising Platforms

[Specify Google Ads, Microsoft Advertising, etc.]

A.5 Reporting Schedule

[Detail reporting frequency and KPIs to be tracked]

A.6 Additional Terms

[Any project-specific terms or conditions]