



## Local SEO Services Contract\Agreement

V1.4

**THIS SEO SERVICE AGREEMENT** is entered into on **TODAY'S DATE**

### BETWEEN

(1) **YOUR NAME** whose principal place of business is at **YOUR ADDRESS, YOUR ADDRESS 2, YOUR ADDRESS 3, YOUR CITY, YOUR STATE**, United States of America, **YOUR ZIP** (the **Company**)

(2) **CLIENT'S BUSINESS** whose principal place of business is at **CLIENT'S ADDRESS, CLIENT'S ADDRESS 2, CLIENT'S ADDRESS 3, CLIENT'S CITY, CLIENT'S STATE**, United States of America, **CLIENT'S ZIP** (the **Client**)

### WHEREAS

(1) The Company is in the business of providing search engine optimization services to improve the quality of traffic to the website via various search engines ("SEO").

(2) The Client wishes to hire the Company to perform SEO Services for the website listed below ("**Website**"):

### **WEBSITE URL YOU'LL BE WORKING ON**

(3) The parties agree that the SEO Services shall be carried out in accordance with and subject to this Agreement hereto.

It is agreed as follows:

## **1. Interpretation**

### **Definitions**

**Agreement** means any agreement made subject to the terms and conditions below;

**Services** mean the services more particularly set out in Schedule 1

## **2. Company's obligations**

2.1 The Consultant shall with reasonable care, skill and diligence and in a good and professional manner carry out the Services under this Agreement.

2.2 The Company shall comply with all laws and regulations applicable to the Services, including all laws and regulations related to (i) anti-bribery and corruption, and (ii) data protection.

2.3 Any services outside of the scope as defined in Services will require a new Agreement for other services, agreed to by the Parties.

2.4 The Company shall appoint a competent person in charge and any instructions given to him by the Client shall be deemed to have been issued to the Company.

2.5 The Company may subcontract the performance of all or part of the Service to one or more suitably qualified subcontractors, provided that the Company shall procure the subcontractors to enter into direct undertakings (including with regard to confidentiality) with the Client where requested to do so by the Client. The Client will continue to pay the Fees to the Company as provided in this Agreement, and the Company will be responsible for the remuneration of (and any expenses incurred by) the subcontractors. For the avoidance of doubt, the Company will continue to be subject to all duties and obligations under this Agreement during the term of engagement of the subcontractors.

## **3. Client's Responsibility**

3.1 The Client shall provide information, access, passwords, administrator access rights to the Website and any

assistance as the Company may reasonably require to deliver and complete the Services as defined under this Agreement

3.2 The Client shall appoint a competent person in charge to act as the Client's representative to liaise with the Company regarding the Services.

3.3 The Client shall be responsible for, except where notified by the Company to the contrary, obtaining and maintaining all consents and licenses and making all filings necessary to receive or use the Service.

#### **4. Service Fees**

4.1 In consideration for the Services rendered by the Company, the Client shall pay the Company a service fee ("Fee") of USD in accordance with the terms of the Agreement.

4.2 Payments for services invoiced that are not received within **3** days from the date of invoice will be subject to a 10% late charge per calendar month.

4.3 The Fees exclude goods and services tax, value-added tax or any other applicable taxes, which (if any) shall be invoiced to or paid for directly by the Client at the prevailing rate.

4.4 The Client shall pay the Fees to the Company by such payment method as agreed by the Company in writing. Time is of the essence for the payment of the Fees.

4.5 Notwithstanding any other provision of this Agreement, all sums payable to the Company under this Agreement shall become due immediately upon termination.

4.6 The Client shall pay all amounts due under this Agreement in full without any deduction except as required by law, and shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any amount due, in whole or in part.

#### **5. Liability of the Company**

5.1 If the Consultant fails to use such reasonable care and skill or shall otherwise be in breach of its obligations in respect of the supply of services under this Agreement, the remedy of the Client shall be to require the Consultant to carry out as promptly as

practicable such repeat or remedial services as shall be appropriate to ensure that the relevant services are carried out (save only as to the time of their performance) as originally planned.

5.2 In no event shall the Company be liable to the Client for loss of profits or other indirect or consequential loss of any kind whether arising from negligence, breach of contract or otherwise.

5.3 Without prejudice to any other limitation or exclusion of liability under this Agreement, the total liability of Company to Client arising in respect of any claim, shall not exceed two times the total Fee for the Services.

5.4 Nothing in this Agreement shall prevent the Company from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the term of this Agreement.

5.5 The Client agrees to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Services rendered pursuant to this Agreement.

5.6 The Company does not warrant that the Services will meet the Client's expectations or requirements. The entire risk as to the quality and performance is with the Client. Except as otherwise specified in this Agreement, the Company provides the Services 'As Is' and Without warranty of any kind.

5.7 The Company does not guarantee any specific volume of traffic, improved search rankings or any other quantifiable increases in the Client's search position online.

5.8 The Client acknowledges that search engine policies and algorithms change regularly and it may affect the ranking of the Website. The Company has no control over the policies and/ or algorithms of the search engine and the Client's Website may be excluded from a search engine for any reason whatsoever. In no event, the Client will be held liable for such exclusion of the Client's Website. The Client assumes no responsibility for the actions and algorithms of any search engine and platform.

## **6. Intellectual Property**

6.1 The Company and its licensors shall retain ownership of all Company's intellectual property rights. The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the performance of the Services including, but not limited to, copyright and trademark rights.

6.2 The Company grants the Client or shall procure the grant to the Client, a worldwide, non-exclusive, royalty-free licence to use the Company's intellectual property rights for the duration of the Service period to such extent as is necessary to enable the Client to make reasonable use of the Service. The Client shall not sub-license or transfer any of the Company's intellectual property rights.

## **7. Confidentiality**

7.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by Clause 7.2.

7.2 Each Party may disclose the other Party's Confidential Information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

## **8. Term and Termination**

8.1 This Agreement shall be effective on the date hereof and shall continue for a period of **6 months** or until the expressly agreed upon date of the completion of the Services, unless it is earlier terminated in accordance with the terms of this Agreement.

8.2 The Company may terminate this Agreement at any given time upon **30 days** of written notice to the Client.

8.3 The Client may also terminate the Agreement by notice in writing to the Consultant if the Consultant without reasonable cause fails to proceed diligently with the Services. The right of termination shall be without prejudice to any other rights or remedies that the Client may possess.

8.4 Either party may by notice in writing forthwith terminate the Agreement if the other party becomes bankrupt or makes any composition or arrangement with his creditors or has a winding-up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up is passed or a receiver or manager of its business or undertaking is duly appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge.

8.5 The Client understands that the Company may terminate this Agreement at any time if the Client fails to pay for the Services provided under this Agreement or if the Client breaches any other material provision listed in this Consulting Agreement in the manner as defined above. Client agrees to pay any outstanding balances within 7 days of termination.

## **9. No Rights under Contracts for Third Parties**

A person who is not a party to this Agreement shall have no right under any law to enforce any of its terms.

## **10. Governing Law and Jurisdiction**

The parties shall use all reasonable endeavors to resolve any dispute amicably and in good faith.

This document is governed by and are to be construed in accordance with the laws of **YOUR STATE** applicable therein.

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of **YOUR STATE** (and any court of appeal) and waives any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.

## **11. Notices and service**

11.1 Any notice so served by hand, e-mail or post shall be deemed to have been duly given:

- a. in the case of delivery by hand, when delivered;
- b. in the case of fax or electronic mail on a Business Day prior to 5.00 pm, at the time of receipt ;
- c. in the case of prepaid recorded delivery, special delivery or registered post, at 10 am on the second Business Day following the date of posting

provided that in each case where delivery by hand or by e-mail occurs after 5 pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9 am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

11.2 The addresses of the parties for the purpose of clause 11.1 are as follows:

### **Company**

**YOUR BUSINESS NAME**

Address: **YOUR ADDRESS**

**YOUR ADDRESS 2**

**YOUR ADDRESS 3**

**YOUR CITY**

**YOUR STATE**

United States of America

**YOUR ZIP**

E-mail: **YOUR EMAIL**

For the attention of: **YOUR CONTACT PERSON**

### **Client**

**CLIENT'S BUSINESS**

Address: **CLIENT'S ADDRESS**

**CLIENT'S ADDRESS 2**

**CLIENT'S ADDRESS 3**

**CLIENT'S CITY**

**YOUR STATE**

United States of America

**CLIENT'S ZIP**

E-mail: CLIENT'S EMAIL

For the attention of: CLIENT'S CONTACT PERSON

## 12. Nature of Agreement

12.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.

12.2 Client and Company expressly agree and understand that the above-listed Company is an independent contractor hired by the Client and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement.

12.3 The Company is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. The Company shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

12.4 This Agreement sets out the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements, arrangements and understandings between the parties with respect to the subject of this Agreement, which shall cease to have any further force or effect. It is agreed that:

(a) neither party has entered into this Agreement in reliance upon any representation, warranty or undertaking of the other party which is not expressly set out or referred to in this Agreement, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law;

(b) a party may claim in the contract for breach of Warranty under this Agreement but shall have no claim or remedy under this Agreement in respect of misrepresentation (whether negligent or otherwise, and whether made prior to, and/or in, this Agreement) or untrue statement made by the other party;



(c) this clause shall not exclude any liability for fraudulent misrepresentation.

12.5 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

12.6 This Agreement may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties.

12.7 The Parties subject to this Agreement understand and acknowledge that this Agreement is not exclusive. Each Party respectively agree that they are free to enter into other similar Agreements with other parties.

12.8 The Company acknowledges and the Client accepts that the Company does not provide services exclusively to the Client and can perform services for other persons and/or entities in direct competition with the Client.

### **13. Force majeure**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one (1) month, the party not affected may terminate this Agreement by giving 1 (one) week's written notice to the affected party.

### **14. Assignment**

The Company may assign the Agreement or sub-contract the performance thereof without the prior written consent of the Client.

As witness this Agreement has been signed by the duly authorized representatives of the Parties the day and year first before written.

SIGNED by )  
for and on behalf of YOUR NAME )

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SIGNED by )  
for and on behalf of CLIENT'S )  
BUSINESS )

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## SCHEDULE 1

### Scope of Work

The Company shall provide the Services as follows:

#### 1. Website Audit

The Company will:

(a) analyse the Website from an SEO perspective and do a comparative analysis with the competitors' websites

(b) identify the key issues related to website usability, website credibility, websites accessibility, and user engagement and submit a report to the Client in the manner agreed by the parties

#### 2. On-Page Website Optimization

The Company will:

(a) optimize the existing content on the Website.

(b) update title tags, meta descriptions, and header tags for search

(c) optimise the internal linking structure of the Website

(d) recommend search engine-friendly URLs and new pages where necessary.

(e) optimize the Website code and structure to ensure the Website runs faster

### **3. Content Creation**

The Company will create new content to improve traffic and the ranking of the Website. The Company agrees that any content developed for the Website will not be posted on any Website or made public without the Client's prior written approval.

### **4. Back Links**

The Company will acquire backlinks from other websites to generate traffic for the Website

### **5. Keyword Search Report**

The Company will provide a list of keywords that can increase the traffic to the Website.

### **6. SEO Analysis**

The Company will continuously monitor the effectiveness of the SEO Services and provide the Client with monthly reports detailing activities performed for the previous 30-day period along with the results of SEO efforts.

### **7. SPECIFY ALL WORK TO BE DONE HERE. SHOULD MIRROR WHAT'S ON THE SOW**