

SEO RETAINER AGREEMENT

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This SEO Retainer Agreement ("Agreement") is made effective as of [Effective Date] by and between:

Agency: [Agency Legal Name], located at [Agency Address] ("Agency")

Client: [Client Legal Name], located at [Client Address] ("Client")

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

1. Parties and Engagement

The Client engages the Agency to provide ongoing search engine optimization ("SEO") services on a recurring retainer basis, and the Agency agrees to provide them under the terms set out below.

2. SEO Scope of Services

Each billing cycle, the Agency will provide the following SEO services ("Services"):

- [e.g. "Technical SEO monitoring and fixes"]
- [e.g. "On-page optimization of existing and new pages"]
- [e.g. "Keyword research and mapping"]
- [e.g. "Content briefs and/or SEO content production"]
- [e.g. "Link acquisition / digital PR"]
- [e.g. "Local SEO and Google Business Profile management"]
- [e.g. "Monthly reporting and strategy review"]

Explicitly excluded. The following are not included in this Agreement and will be quoted separately if required: [paid search / display advertising, web development and design, copywriting beyond SEO content, public relations, social media management, and any service not listed above].

3. Monthly Deliverables

The Agency will deliver the following measurable outputs each cycle:

- [e.g. "5 on-page optimizations"]
- [e.g. "4 content briefs of 1,200–1,500 words"]
- [e.g. "1 technical audit per quarter"]
- [e.g. "Rank tracking for an agreed list of [number] keywords"]
- [e.g. "1 monthly performance report by the [5th] of each month"]

Deliverables describe the work the Agency will perform. They are not a guarantee of any specific ranking, traffic, or revenue outcome (see Section 5).

4. Payment Terms

- **Retainer fee:** [Currency and amount, e.g. "USD 2,500"] per [billing cycle, e.g. "month"].
- **Billing date:** The Agency will invoice the Client on [billing date, e.g. "the 1st of each month"], payable in advance.
- **Due date:** Payment is due within [number, e.g. "7"] days of the invoice date.
- **Accepted methods:** [e.g. "Bank transfer, Stripe, PayPal"].
- **Late payment:** Unpaid invoices accrue a late fee of [amount or percentage, e.g. "1.5% per month"], and the Agency may pause Services until the balance is cleared.

5. No Guarantee of Rankings or Results

SEO results depend on many factors outside the Agency's control, including search engine algorithms, competitor activity, the Client's website quality and history, and the Client's own cooperation. Accordingly:

- The Agency makes **no warranty or guarantee** of any specific search ranking position, traffic volume, lead count, or revenue figure.
- The Agency's obligation under this Agreement is to perform the Services described in Sections 2 and 3 to a professional standard, not to achieve a particular result.
- Any projection, estimate, or example figure provided by the Agency is illustrative only and does not constitute a guarantee.

6. White-Hat Quality Commitment

The Agency will perform all Services in accordance with the published webmaster and quality guidelines of major search engines and will use only ethical, sustainable optimization techniques. The Agency will not use private blog networks, cloaking, hidden text, or other manipulative tactics that risk a search engine penalty. If the Client requests work that the Agency reasonably believes violates these guidelines, the Agency may decline that work.

7. Search Engine and Algorithm Liability

The Agency does not own or control any search engine and cannot be held responsible for:

- Changes in rankings, visibility, or traffic caused by search engine algorithm updates or policy changes.
- Manual actions or penalties arising from the Client's prior SEO history or from work performed by other parties.
- Ranking or traffic effects of changes the Client or a third party makes to the website outside the Agency's control.

The Agency will, however, advise the Client on recovery or adaptation where such events occur.

8. Client Responsibilities and Account Access

The Client will provide, in a timely manner, all access, approvals, and information the Agency reasonably needs, including:

- Administrative access to the content management system (CMS) and, where required, developer access.
- Access to [Google Analytics], [Google Search Console], and [Google Business Profile] for local work.
- Hosting access where technical changes are needed, and logins for any existing SEO tools.
- Timely review and approval of content, briefs, and recommendations.

Delays caused by the Client (including delayed access) do not reduce the retainer fee and may extend delivery timelines.

9. Concurrent SEO Disclosure

The Client will disclose to the Agency any other SEO provider, consultant, or in-house effort working on the same website during the term. Conflicting optimization or link-building work by another party can harm results and site health, and the Agency is not responsible for outcomes affected by undisclosed concurrent SEO work.

10. Reporting and Communication

- **Reporting:** The Agency will provide a [monthly] performance report covering the agreed metrics.
- **Review:** The Parties will hold a [monthly] strategy call.
- **Dashboard:** The Client will have [access to a shared reporting dashboard / email updates as agreed].

11. Duration, Renewal and Termination

- **Start date:** This Agreement begins on [Start Date].
- **Initial term:** The initial term is [e.g. "three (3) months" or "six (6) months"], reflecting the time SEO typically needs to show results.
- **Auto-renewal:** At the end of the initial term, this Agreement automatically renews for successive [e.g. "one (1) month"] periods unless either Party gives written notice of non-renewal before the renewal date.
- **Notice:** After the initial term, either Party may terminate by giving [number, e.g. "30"] days' written notice.
- **Effect of termination:** The Client remains responsible for fees for work performed up to the termination date. Prepaid fees for undelivered work will be [refunded / credited / forfeited — choose one].

12. Confidentiality

Each Party will keep confidential all non-public information received from the other Party — including the Client's data and the Agency's methods, tools, and reports — and will use it only to perform this Agreement. This obligation continues after the Agreement ends. It does not apply to information that is public, independently developed, or required to be disclosed by law.

13. Intellectual Property and Ownership

Upon full payment for the relevant work, the Agency assigns to the Client ownership of the SEO content and on-site improvements created specifically for the Client. The Agency retains ownership of its pre-existing tools, audit templates, methodologies, and know-how, and may showcase the work in its portfolio unless the Client requests otherwise in writing.

14. Indemnification and Limitation of Liability

Each Party will indemnify the other against third-party claims arising from its own negligence or breach of this Agreement. The Agency's total liability under this Agreement will not exceed the total fees paid by the Client in the [number, e.g. "three (3)"] months preceding the claim. Neither Party is liable for indirect or consequential losses.

15. Dispute Resolution

The Parties will attempt to resolve any dispute in good faith through direct discussion. If unresolved, the dispute will be settled by [mediation / arbitration / the courts] in [jurisdiction/location]. This Agreement is governed by the laws of [governing law jurisdiction].

16. General Provisions

- **Independent contractor:** The Agency is an independent contractor, not an employee, partner, or agent of the Client.
- **Non-exclusivity:** Nothing in this Agreement prevents the Agency from providing services to other clients, unless a separate written exclusivity arrangement is agreed.
- **Assignment:** Neither Party may assign this Agreement without the other Party's written consent, except as part of a sale of substantially all of its business.
- **Force majeure:** Neither Party is liable for delays or failures caused by events beyond its reasonable control.
- **Notices:** Notices under this Agreement will be in writing and sent to the email or address each Party provides.
- **Entire agreement:** This Agreement is the entire agreement between the Parties on its subject and replaces any prior discussions. Any change must be in writing and signed by both Parties.
- **Severability:** If any clause is found unenforceable, the rest of the Agreement remains in effect.

17. Signatures

By signing below, both Parties agree to the terms of this Agreement.

Agency	Client
Signature: _____	Signature: _____
Name: [Agency Signatory Name]	Name: [Client Signatory Name]
Title: [Title]	Title: [Title]
Date: _____	Date: _____

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