Important: Before using this template, go to File > Make a Copy and work with that new copy. This saves the template to your Google Drive and allows you to make changes.

Technical SEO Audit Contract Template

DISCLAIMER: This contract template is provided for informational purposes only and does not constitute legal advice. The sample language is general in nature and may not be suitable for your specific business, jurisdiction, or use case. Laws and regulations vary by location. You should consult a qualified attorney to review, customize, or approve this contract before using it with clients.

How to use this template

- Replace all text inside brackets [ ] with your own information.

- Review every section carefully and adjust language to match your services, pricing, and local laws.

- Remove any sections that do not apply to your engagement.

- Do not use this template without legal review, especially for high-value or long-term agreements.

- Once finalized, provide the completed contract to your client for review and signature.

Technical SEO Audit Agreement

*IMPORTANT: The technical SEO audit reflects a **point-in-time analysis** based on the website's condition, configuration, and available data at the time of review.*

Findings and recommendations may change as the website, content, codebase, hosting environment, or external search engine factors evolve. The Service Provider is not responsible for changes that occur after the audit is delivered.

This Agreement is entered into on [Effective Date], between:

Service Provider:

[Service Provider Legal Name]
[Service Provider Address]
Email: [Service Provider Email]
Phone: [Service Provider Phone]

Client:

[Client Legal Name]
[Client Address]
Email: [Client Email]
Phone: [Client Phone]
Authorized Signatory: [Name, Title]

For the purposes of this Agreement, [Service Provider Legal Name] will be referred to as the "Service Provider," and [Client Legal Name] will be referred to as the "Client".

1. Scope of work and deliverables

The Service Provider will provide a one-time technical SEO audit, including:

- Inclusion 1

- Inclusion 2

- Inclusion 3

- Inclusion 4

-

Exclusions: [List of services and items not included]

This engagement is limited to analysis and recommendations. The Service Provider is not responsible for implementing fixes, changes, or optimizations identified in the audit, or for any outcomes resulting from the Client's implementation or non-implementation of those recommendations.

2. Project timeline and milestones

This is a one-time audit engagement with a fixed timeline. The audit will begin on [Start Date] and is expected to conclude within [Number] business days.

The milestone structure below is an example and may be simplified for shorter audit engagements.

- **Week 1:**

- **Week 2-3:**

- **Week 4-5:**

- **Week 6:**

- **Final delivery:**

The Client must provide all content, images, and feedback within three business days of each milestone. Delays in Client materials will extend the final delivery date accordingly.

3. Payment terms and schedule

Total project cost: [Amount]

Payment schedule:

- [Deposit Amount or Percentage] due upon signing

- [Milestone Payment] due at [Milestone]

- [Final Payment] due upon completion

Payment terms: [Net 15/Net 30/Other]

Late fees: [Agreed upon fees]

Accepted payment methods: [Your accepted payment methods]

4. Termination and cancellation

Either party may terminate this agreement **with [Number of] days written notice**.

If the Client terminates, they will pay for all work completed based on the percentage of project completion plus a [Percentage%] cancellation fee. If Service Provider terminates due to Client breach of contract or non-payment, the Client forfeits the deposit and owes payment for all completed work.

Grounds for immediate termination without penalty include failure to pay invoices within [Number of] days, providing materials that violate copyright or trademark laws, or requesting illegal modifications to the website.

5. Confidentiality

Both parties agree to keep confidential any proprietary business information, trade secrets, customer data, and financial information shared during this project. This obligation continues **for [Number of] years after project completion.**

Information that doesn't require confidentiality includes details that become public knowledge, information either party knew before signing this contract, or anything legally required to disclose.

Breach of confidentiality may result in legal action and financial damages as permitted under applicable law.

6. Intellectual property

Upon full payment, the Service Provider assigns ownership of the final audit report and Client-specific findings delivered under this Agreement. The Service Provider retains ownership of all audit methodologies, frameworks, tools, templates, scoring systems, and internal processes used to produce the audit.

Service Provider retains ownership of [items] used in the project. [Client] receives a non-exclusive license to use these elements as part of their website.

If the contract terminates before full payment, Service Provider retains all intellectual property rights to work completed.

7. Liability and indemnification

Service Provider's liability is capped at the total contract value of [$Amount], except where such limitations are not permitted under applicable law. This cap covers all claims, damages, and losses related to this agreement. This limitation does not apply to damages caused by willful misconduct or gross negligence.

Indemnification terms:

- **Client indemnification:** [Client] covers legal problems from their actions or materials. Examples include copyrighted images they provide, false claims they make about Service Provider's work, or violations of their other agreements.

- **Service provider indemnification:** Service Provider covers problems that come from mistakes in their work. This splits responsibility based on who caused the issue.

Service Provider provides this work "as is" and makes no warranties about website performance, search engine rankings, or traffic results unless specifically stated in writing.

8. Change orders

Any changes to the agreed scope of work **require a written change order signed by both parties** before work begins.

Change orders will be priced at [Agreed upon price] for additional [Type of] work. Timeline adjustments will be provided with each change order proposal.

Any additional analysis, follow-up reviews, or expansion of the audit scope requested after delivery will require a separate written agreement or approved change order and may involve additional fees.

9. Communication and response times

Primary communication will occur through email at the addresses listed above. Project updates and file sharing will use the designated project management platform (to be established at project kickoff).

Business hours: [Provide your office hours]

Response times:

- Service Provider will respond to emails within [Range of time] during business days

- [Client] will provide feedback and approvals within [Number of] business days of milestone delivery

For urgent requests, [Client] should email with "URGENT" in the subject line or call the phone number listed above.

10. Data ownership and post-termination access

[Client] owns all [items provided] for this project. Service Provider will provide all final [work done and how it will be provided] upon completion of the project.

[Establish ownership and what happens after your project is completed. *For example, "The website will be built on Client's hosting account. If built on Service Provider's temporary hosting, Client has* **30 days after final payment to migrate the site**. *After 30 days, Service Provider may delete the website from temporary hosting."*]

Service Provider will retain project files for six months after completion for reference purposes, then may delete them per standard business practices.

11. Governing law and dispute resolution

This Agreement is governed by the laws of [State / Country].

Disputes will be resolved through [Negotiation / Mediation / Arbitration / Court] in [Jurisdiction].

Signatures

Service Provider:
[Service Provider Legal Name]

Signature: _____
Name: [Name]

Title: [Title]
Date: [Date]

Client:

[Client Legal Name]

Signature: _____
Name: [Name]
Title: [Title]
Date: [Date]