



# PROPOSAL KIT SAMPLE

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## PAY PER CLICK ("PPC") SEARCH ENGINE CAMPAIGN SERVICES AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Company") and <<CustCompany>> ("Customer").

### Recitals

A. Company has experience and expertise in the development of PPC Search Engine Campaign Strategies for Web Pages, Web Sites and other Computer Networks.

B. Customer desires to have Company develop and deploy PPC Search Engine Campaign Strategies, custom programming, keyword optimization and other services as outlined in Exhibit B, attached herein (the "Specifications").

C. Company desires to develop Customer's PPC SEO Strategy and Services on the terms and conditions set forth herein ("SEO").

### Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Company hereby agree as follows:

#### 1. Development of PPC Strategy, PPC Campaign and Optimization Services.

Company agrees to create, install, manage, develop and employ custom PPC Advertising Network strategies according to the terms listed on Exhibit A attached hereto.

#### 2. Specifications.

Company agrees to develop the PPC Campaign pursuant to the Specifications set forth in Exhibit B.

#### 3. Delivery Dates and Milestones.

Company will use reasonable diligence in the development of the PPC

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Campaign and Strategy and endeavor to deliver to Customer all deliverables and milestones, no later than <<DeliveryDate>>. Customer acknowledges, however, that this delivery deadline and the other payment milestones listed in Exhibit A are estimates, and are not required delivery dates. Company will retain all documents, source code, keyword lists and other assets employed or created for Customer during the execution of this agreement. Customer will receive only the output formats of Company's work where applicable. The output is to be used only within the scope of the project as outlined in Exhibit A. Customer shall retain all of its intellectual property rights in any text, images or other components it owns and delivers to Company for use in the PPC Campaign and Strategy rendered under this Agreement.

#### **4. Services Provided.**

PPC Campaign and Strategy are intended to provide Customer with preferential positioning in selected paid search engine inclusion and report results on an ongoing and timely basis. PPC Campaign and Strategies may include, but are not limited to:

- ◆ Current web marketing and web site evaluation.
- ◆ Keyword research, performance, analysis and competition reports.
- ◆ Evaluation of current web site performance and ROI (Return on Investment) metrics tracking – including recommendations for additional ROI tracking or service to capture conversion rates and/or tying advertising, optimization, PPC or any other SEO services to an ability to benchmark success/failure of a particular marketing activity.

#### **4.1 PPC Keyword Selection Services.**

Company will provide a comprehensive list of << Insert Count of PPC Keywords >> keywords and phrases relevant to Customer's desired search terms based upon, but not limited to

- ◆ Interview(s) conducted with Customer and staff.
- ◆ Research conducted by Company.

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- ◆ Competitive analysis of keyword terms currently in market use.
- ◆ Other customer-provided analytics and metrics concerning sales conversion rates for particular terms or phrases.

#### 4.2 PPC Campaign Components, Implementation, Ongoing Research and Reporting Services.

**<< Note – The following are considered to be brief overviews of the services provided. For greater detail, include individual campaign consideration in your specifications (“Exhibit B”). The purpose of these summaries is to give the Customer an idea of what is being provided to them under this agreement in a single reading. >>**

**Advertising Copy.** Company shall write, based upon Customer interviews, advertising copy that is designed to drive high click-through rates to Customer web site(s) based upon the various keywords identified and selected in section 4.1. Click-through rates shall be tracked and copywriting shall be adjusted based on these reports.

<< Insert exclusions to copywriting and editing services or other disclaimers (if any). >>

**Campaign Budgeting.** Company and Customer shall agree upon an initial budget for all PPC efforts, including individual PPC advertiser allotments and thresholds for daily / monthly PPC expenditures.

<< Insert additional budgeting considerations, restrictions or limitations (if any). >>

**Campaign Creation and Implementation.** Company shall set up independent PPC accounts in << Insert who accounts will be set up with, Company or Customer >> name with all agreed-upon PPC Advertising Networks and subject to the agreed-upon budgets listed in Exhibit B. Company shall create various campaigns with varying advertising copy, keywords and demographic targeting based on the Company’s research. Campaigns may differ in copywriting and keyword usage based upon the individual PPC advertiser.

Company may create special Web Pages (“landing pages”) to which all click-through actions will be directed, subject to the Specifications outlined in Exhibit B. Creative services rendered under this Agreement

may be subject to separate Web Design and Development terms and conditions. All additional terms and conditions for design and development services shall be attached in Exhibit A.

<< Insert additional campaign creation, creative and implementation restrictions, including maximum number of keywords, pay-per-click engines, overall maximum bids, etc. >>

**Monitoring and Reporting.** Company shall monitor and manage Customer's PPC campaign and monitor CPC (cost per click) rates. Bids shall be adjusted in order to maximize the return on money spent on a particular keyword in relation to its performance. Non-performing keywords shall be removed from the PPC campaign based on the results of this reporting. CTR (click-through rate) metrics shall be compared to any ROI tracking that the Customer may employ to track conversions, sales, or other calls to action or desired results that the Customer wishes to get from their PPC campaign. Reports shall be provided to Customer on a << Insert frequency of reporting daily / weekly / monthly / quarterly >> basis.

<< Insert exclusions to reporting and other disclaimers (if any). >>

#### **4.3 ROI and Conversion Tracking Software.**

In the event that it is deemed necessary and vital to install ROI tracking or other metric measurement software, Company will install, update, upgrade and configure the following software packages ("the Installation" or the "Software"). Company shall provide documentation and instructions to Customer on using all Software installed by Company. Company shall provide <<Hours>> hours of training to Customer, and turn over all disks, CD-ROMs, digital media, downloads, links or other Software purchased for Customer under this Agreement to Customer. Company shall not be responsible for keeping copies, back-ups or any other form of the Software after turning over the original copies to Customer. Company will not maintain the Installation, updates, or any daily tasks required for the maintenance of the Software under this Agreement unless otherwise specified in Exhibit B.

Company will not manage or maintain copies of licenses for any of the software packages or installations under this Agreement. All licenses for software installations will be turned over to Customer upon execution of

this Agreement.

#### **4.4 Service Disclaimers.**

Customer acknowledges the following with respect to services:

- a) Company accepts no responsibility for policies of PPC Advertising Networks, third-party search engines, directories or other web sites ("Third-Party Resources") that Company may submit to with respect to the classification or type of content it accepts, whether now or in the future. Customer's web site or content may be excluded or banned from any Third-Party Resource at any time. Customer agrees not to hold Company responsible for any liability or actions taken by Third-Party Resources under this Agreement.
- b) Customer acknowledges that the nature of many of the resources Company may employ under this Agreement are competitive in nature. Company does not guarantee #1 position, consistent positioning, "top 10 positions" or specific placement for any particular PPC keyword, phrase or search term. Customer acknowledges that Company's past performance is not indicative of any future results Customer may experience.
- c) Customer acknowledges that SEO and submissions to search engines and directories can take an indefinite amount of time for acceptance or inclusion. PPC Advertising may be subject to the individual advertising network's policies and procedures. Each edit or change made to any resources employed by Company may repeat these inclusion times.
- d) Customer acknowledges that any of the PPC advertising networks, search engines, directories or other resources may block, prevent or otherwise stop accepting submissions for an indefinite period of time.
- e) Customer acknowledges that PPC advertising networks or search engines may drop listings from its database for no apparent or predictable reason. Company shall re-submit resources to the search engine based on the current policies of the search engine in question and whether pay inclusion programs are being used.
- f) Company will endeavor to make every effort to keep Customer

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informed of any changes that Company is made aware of that impact any of the PPC Campaign and Strategy and the execution thereof under this Agreement. Customer acknowledges that Company may not become aware of changes to third-party resources, industry changes or any

## DEMO CONTRACT

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<https://www.proposalkit.com/html/legal-contract-templates/advertising-marketing-contracts/pay-per-click-ppc-seo-search-engine-campaign-contract.htm>

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