**Paid Search & Reputation Management Agreement**

This Online Reputation Management Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Client”) and **On Top Online, Inc./LLC**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Client and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Company offers search engine optimization and online reputation management services and the Client desires to employ the Company to perform such services in connection with the details outlined herein;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE,** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION**. The Company shall use its professional knowledge and skill to provide search engine optimization and consulting services to the Client for online reputation management services (the “Services”). The Services are designed to assist the Client’s efforts to increase the visibility of the Client’s web presence and brand recognition by boosting its rank and/or frequency of results returned by third-party owned websites and social media sites. More specifically, the Services shall include \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert with specificity what exactly the company will provide to the client]*.
2. **PAYMENT**. The Client agrees to make equal monthly payments *[or other terms]* in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert monthly installation amount]* no later than the 5th day of each calendar month (the “Payment”) as consideration for the Services performed hereunder.
3. **LATE PAYMENT.** Payment shall be considered late if not made by 5:00 p.m. EST *[insert desired time and time zone]* on the 5th day of each calendar month. All late payments shall be subject to a $\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount]* monthly late payment fee. Payments can be made via check to the Company and mailed via United States Postal Service to the Company’s address noted above.
4. **NON-PAYMENT PENALTY/DEFAULT**. Should the Client default on payment and fail to cure or make payments within a two-month period of time, the Company has the option to immediately discontinue the Services if the Client does not pay the outstanding balance in full within five (5) *[or other term]* business days from notice to the Client from the Company.
5. **DURATION**. Unless otherwise stated herein, this Agreement shall have a term of one (1) year (twelve (12) calendar months). The Services shall commence upon initial payment to the Company.
6. **NO CANCELLATION**. Due to the nature of the Services and the fact that once certain elements are applied in connection with search engine optimization it is difficult to revert back to an original configuration, the Client acknowledges that it may not cancel the Agreement under any circumstance. The Client will be required to make all installments of the Payment due during the duration of the Agreement regardless of whether the Client chooses to continue the Services with the Company. If the Client desires to terminate the relationship with the Company, payment of the full and entire outstanding balance owed to the Company shall be due within five (5) *[or other term]* business days. Alternatively, if after expiration of the Agreement, the Parties may agree to extend or renew the Agreement under the terms of use and fees then in effect.
7. **CONTENT**. In order to receive the Services, the Client may be required to provide certain content or other materials in which the Client may have proprietary or intellectual property interest. Any and all content supplied by the Client or created, edited or amended in connection with the Services are subject to all licenses, warranties and uses set forth and incorporated herein.
8. **CLIENT OBLIGATIONS**. The Company cannot effectively represent the Client without the Client’s cooperation and assistance. It is essential that the Client communicate and promptly provide all data, documents, content, art or other information needed by the Company. Failure to provide this information as requested may prevent the completion of the Services in a timely manner. If the Client has not complied with requests and, therefore, causes the delay of the Services, no Payment shall be refunded to the Client for delayed Services.
9. **CONFIDENTIALITY**. The Parties agree that each shall maintain and not disclose any and all confidential or proprietary information that is received from the other Party as a result of or in connection with the Services to be performed herein. Neither Party shall, without the other Party’s prior written consent, disclose to any third party any information concerning the other Party’s proprietary or confidential information and material, including but not limited to the business or method of working of the other Party, which may be revealed as a result of or in connection with the Services, except as required by law, to the extent that such information may become public knowledge, may be acquired or generated by either Party independently from something other than by a breach of this clause or to obtain legal or tax advice. This clause shall survive termination of the Agreement.
10. **LICENSE AND INSURANCE**. The Company shall be licensed and approved for doing business in the state, county, and/or city of the Services provided. The Company acknowledges and agrees that this information may be subject to verification by the Client prior to the initiation of the Services. The Company shall cooperate fully in providing the Client with requested supporting documentation.

The Company shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate providing coverage for, among other things, professional liability coverage. All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of the Company]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably expected. If the Company cannot or will not provide evidence of the appropriate insurance coverage within five (5) business days of the Effective Date herein, this Agreement shall terminate at that time and any advanced deposit(s) shall be refunded to the Client within five (5) business days of termination.

1. **WAIVER.** The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
2. **REPRESENTATIONS AND WARRANTIES.**Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
3. **DISCLAIMERS AND LIMITATIONS OF WARRANTIES AND/OR LIABILITIES**. The Company shall use reasonable efforts to provide the Services outlined herein. However, search engine optimization results depend on innumerable factors and market variables that are outside of the Company’s control. As a result, although search engine optimization is intended to assist the Client meet goals, final results may vary.

Search engine optimization, including, but not limited to all related services, materials and website content, etc., are provided “as is.” The Company excludes and disclaims to the fullest extent permitted by applicable law any warranty, express or implied including, without limitation, any implied warranties of merchantability, satisfactory quality or fitness for a general or particular purpose. The Company is not liable for damages of any kind arising from the use of search engine optimization, its content and/or the data or services provided in connection therewith, including, but not limited to, direct, indirect, incidental, punitive and consequential damages. Search engine optimization, its functions, or the materials and conduct available in connection therewith are not warranted to be uninterrupted or without error. The Client assumes the entire cost of all necessary servicing, repair or correction due to the use of search engine optimization and its associated materials, including the Company’s website or related services. Except as otherwise required by applicable law, neither the Company nor its officers, directors, employees, agents or contractors are liable for damages of any kind (including, without limitation, lost profits, direct, indirect, compensatory, consequential, exemplary, special, incidental, or punitive damages) arising out of the Client’s use of, or inability to use, or the performance of search engine optimization, its content and/or data or services provided in connection therewith, whether or not the Company has been advised of the possibility of such damages. The Company shall not be liable (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) for any and all claims related to this Agreement, except to the extent of the Company’s gross negligence or willful conduct. It is agreed that should any liability on the part of the Company be proven, it will nevertheless be impractical and extremely difficult to anticipate or fix the amount of damages that were proximately caused by such liability. Therefore it is agreed that in no event may the Client recover an amount in excess of the aggregate of fees paid to the Company in full and complete satisfaction of any and all claims. It is agreed that the foregoing limitation is not intended to be and is not a penalty.

1. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement and/or attorney’s fees must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of the Company]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
2. **GOVERNING LAW AND JURISDICTION.**This Agreement shall be construed and governed by the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of the Company]* without regard to principles of conflicts of law.
3. **MISCELLANEOUS.**
	1. **Severability**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
	2. **Entire Agreement; Amendments.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
	3. **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
	4. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.**

 **“CLIENT”**

 **JOHN DOE**

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 Signature

 **“COMPANY”**

 **ON TOP ONLINE, INC./LLC**

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 Signature of Authorized Company Representative

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 Printed Name of Authorized Company Representative