

DISTRIBUTION AGREEMENT REVIEW CHECKLIST

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Use before signing any distribution agreement — theatrical, streaming, international sales, or sales agent. Work through each section against the actual agreement language. Flag any provision that is absent, unclear, or that requires legal attention before signing.

DEAL INFORMATION			
Film Title		Distributor / Sales Agent	
Date of Agreement		Agreement Type	Sales Agent / Theatrical / Streaming / International / Other
Territory		License Term	
MG Amount (if any)		Commission Rate	
Attorney Reviewing		Signing Deadline	

SECTION 1 — PARTIES AND DEAL STRUCTURE			
✓	Review Item	Guidance / What to Look For	Agreement Language / Status / Flag
<input type="checkbox"/>	Full legal name of distributor confirmed and entity researched independently	Confirm contracting entity is the actual distribution company, not a shell	
<input type="checkbox"/>	Type of agreement clearly identified	Sales agent, theatrical, streaming, international sales, aggregator	
<input type="checkbox"/>	Distributor track record researched independently	Films distributed in last 3 years, platform relationships, filmmaker references	
<input type="checkbox"/>	Assignment provision reviewed — can distributor assign without your consent	Require consent rights or reversion trigger if assigned without approval	
<input type="checkbox"/>	Effect of distributor acquisition or merger addressed	What happens to your film if the distributor is bought by a company with different priorities?	
<input type="checkbox"/>	Governing law and jurisdiction specified	Which state or country's courts govern disputes?	
<input type="checkbox"/>	Dispute resolution mechanism specified	Litigation, arbitration, or mediation — arbitration clauses can limit your options	

SECTION 2 — RIGHTS GRANTED			
✓	Review Item	Guidance / What to Look For	Agreement Language / Status / Flag
<input type="checkbox"/>	Specific media rights granted are enumerated	Theatrical, SVOD, AVOD, TVOD, FAST, broadcast, physical media, non-theatrical, airline, hotel, educational	

<input type="checkbox"/>	Media rights NOT granted confirmed as retained by filmmaker	Anything not explicitly granted should remain with the filmmaker	
<input type="checkbox"/>	Territory defined specifically	Record exact territories — flag if worldwide granted to distributor without relationships in all territories	
<input type="checkbox"/>	Language rights specified	English only, all languages, or specific versions? Who bears localization costs?	
<input type="checkbox"/>	Future format language identified and understood	'In any format now known or hereafter devised' extends rights to technologies that do not yet exist	
<input type="checkbox"/>	Exclusivity scope clearly defined	Exclusive in which territories, which media types, and for what period?	
<input type="checkbox"/>	Sublicensing rights addressed	Require accounting on same terms and approval rights for material sublicenses	
<input type="checkbox"/>	Derivative rights NOT included in distribution grant	Sequel, remake, prequel, spinoff, and adaptation rights should not transfer in a distribution agreement	
<input type="checkbox"/>	Sequel and character rights confirmed as retained by filmmaker	Distribution rights and character rights are different — confirm separately	
<input type="checkbox"/>	Non-theatrical rights addressed	Educational, library, museum — confirm inclusion or exclusion explicitly	
<input type="checkbox"/>	Airline and hotel rights addressed	Often overlooked — can be meaningful revenue for the right film	
<input type="checkbox"/>	Credit provisions specified	Title treatment, billing block, description on platforms — get in writing if it matters to you	

SECTION 3 — FINANCIAL TERMS AND COMMISSION

✓	Review Item	Guidance / What to Look For	Agreement Language / Status / Flag
<input type="checkbox"/>	MG amount stated clearly if applicable	Record exact MG and payment schedule — typically 10% on signing, 90% on delivery	
<input type="checkbox"/>	Delivery schedule reviewed item by item before signing	Every undeliverable item delays your 90% MG payment — review all 20-40 items before signing	
<input type="checkbox"/>	Commission rate stated clearly	Record exact percentage	
<input type="checkbox"/>	Commission basis confirmed — gross receipts or net receipts after expenses	Gross vs net commission is the most important financial distinction in any distribution deal	
<input type="checkbox"/>	Revenue base for commission calculation precisely defined	What is included in gross receipts? What deductions are permitted before the commission base is calculated?	
<input type="checkbox"/>	Cross-collateralization across multiple titles addressed	If you have multiple films with this distributor, confirm each film's revenue stands alone	
<input type="checkbox"/>	Gross receipts defined without unlimited embedded deductions	Gross receipts should mean all revenue received — deductions should be listed separately	

<input type="checkbox"/>	Net profits defined with specific limited permitted deductions	Unlimited deductions in a net definition can ensure you never receive payment regardless of gross revenue	
<input type="checkbox"/>	Interest on late payments specified at a defined rate	Without this provision, distributor has no financial incentive to pay on time	
<input type="checkbox"/>	Separate accounting or trust provision included	Filmmaker revenue held separately from distributor operating funds reduces insolvency risk	
<input type="checkbox"/>	Currency and payment method specified for international deals	Matters significantly for international distribution — flag if not addressed	
<input type="checkbox"/>	Most-favored-nation clause identified and understood if present	MFN requires you to match any better terms offered to another party	

SECTION 4 — P&A AND EXPENSE RECOUPMENT

✓	Review Item	Guidance / What to Look For	Agreement Language / Status / Flag
<input type="checkbox"/>	Recoupable expense categories defined with specific list	Know exactly which categories can be charged against your revenue before they are incurred	
<input type="checkbox"/>	Total recoupable expenses capped at a specific dollar amount	Uncapped expense recoupment is one of the most common reasons filmmakers receive nothing	
<input type="checkbox"/>	Market attendance costs capped separately	AFM, EFM, Cannes market expenses can reach \$50,000-\$100,000+ without a cap	
<input type="checkbox"/>	Recoupable expenses limited to direct documented out-of-pocket costs	General overhead, staff salaries, legal fees, and office expenses should not be recoupable	
<input type="checkbox"/>	Documentation and receipts required for all recouped expenses	Require receipts on request — confirm in the agreement, not just verbally	
<input type="checkbox"/>	Pre-release expense approval mechanism for commitments above a threshold	Distributor should not commit to large marketing spends on your account without approval	
<input type="checkbox"/>	Expense recoupment order in the waterfall is specified	When do expenses come out relative to commission? Confirm the exact recoupment sequence	
<input type="checkbox"/>	Marketing obligation minimum spend specified in addition to expense cap	A cap tells you the maximum they can charge. A floor tells you the minimum they must spend	

SECTION 5 — MARKETING AND PERFORMANCE OBLIGATIONS

✓	Review Item	Guidance / What to Look For	Agreement Language / Status / Flag
<input type="checkbox"/>	Marketing obligations are specified beyond 'commercially reasonable efforts'	Specific obligations are enforceable. Vague language is not	
<input type="checkbox"/>	Minimum marketing spend is defined	How much is the distributor contractually required to spend promoting the film?	

<input type="checkbox"/>	Release timeline specified — when must the distributor release or place the film	Without a release deadline, the distributor can hold your film indefinitely	
<input type="checkbox"/>	Platform placement obligations defined	Which platforms or platform types, and by when?	
<input type="checkbox"/>	Failure to meet marketing obligations triggers a reversion right	If the distributor does nothing, you should be able to get your film back	
<input type="checkbox"/>	Failure to release within timeline triggers a reversion right	Objective trigger — failure to release within defined period	
<input type="checkbox"/>	Distributor pitches film individually not only in bulk packages	Some aggregators pitch blocks of films without individual attention — confirm the approach	
<input type="checkbox"/>	Reporting obligations specify frequency, format, and detail required	Quarterly is standard. Less frequent reporting means later payment and less visibility	
<input type="checkbox"/>	Audit rights included with defined scope, frequency, and cost-shifting provision	Right to audit once per year on notice, cost-shifting if underpayment above threshold discovered	

SECTION 6 — DISTRIBUTION WINDOWS AND HOLDBACKS

✓	Review Item	Guidance / What to Look For	Agreement Language / Status / Flag
<input type="checkbox"/>	Distribution windows included in the agreement are enumerated	Theatrical, Pay-1 SVOD, TVOD, Pay-2 SVOD, AVOD, FAST, broadcast — which are included?	
<input type="checkbox"/>	Windows NOT included confirmed as retained by filmmaker	Any window not explicitly granted should remain with the filmmaker for independent licensing	
<input type="checkbox"/>	Holdback periods between windows specified	When can the film move to the next window? Mandatory waiting periods?	
<input type="checkbox"/>	TVOD rights during SVOD exclusivity addressed	Some SVOD agreements prohibit concurrent TVOD availability	
<input type="checkbox"/>	FAST channel rights addressed specifically	FAST is increasingly significant for indie film revenue — confirm inclusion or exclusion explicitly	
<input type="checkbox"/>	Broadcast rights addressed separately from streaming rights	Broadcast and streaming are different rights — confirm which are included	
<input type="checkbox"/>	International windows addressed territory by territory if relevant	Different territories may have different window structures	
<input type="checkbox"/>	Window-splitting opportunities identified	If distributor lacks Pay-2 relationships, retaining those rights for separate licensing may increase revenue	

SECTION 7 — REVERSION AND TERMINATION

✓	Review Item	Guidance / What to Look For	Agreement Language / Status / Flag
<input type="checkbox"/>	License term start and end dates clearly defined	Record exact dates — calculate when rights should revert	

<input type="checkbox"/>	Automatic renewal provisions identified with opt-out window specified	Note the opt-out deadline — missing it can extend the term without your consent	
<input type="checkbox"/>	Reversion clause present and triggered by objective measurable conditions	Vague reversion language creates disputes — require specific triggers	
<input type="checkbox"/>	Reversion triggered by failure to release within defined period	Recommend 18 to 24 months from delivery as a standard trigger	
<input type="checkbox"/>	Reversion triggered by failure to meet minimum exploitation obligations	If distributor fails to meet marketing or platform obligations, rights should revert	
<input type="checkbox"/>	Reversion triggered by failure to generate minimum revenue within defined period	Revenue-based reversion provides an objective measure of distributor performance	
<input type="checkbox"/>	Reversion triggered by distributor ceasing operations or filing for bankruptcy	Critical protection against distributor failure	
<input type="checkbox"/>	Reversion process specified — notice, confirmation, materials return	Get the mechanics of reversion in writing, not just the trigger	
<input type="checkbox"/>	Effect of termination on existing sublicenses addressed	Sublicenses entered before termination typically survive — confirm post-termination obligations	
<input type="checkbox"/>	Termination for cause provisions and cure periods defined	How long does the distributor have to fix a breach? What notice is required?	
<input type="checkbox"/>	Distributor insolvency addressed — filmmaker's priority claim on held revenue	Revenue held in trust gives filmmaker priority claim over general creditors	
<input type="checkbox"/>	Post-termination collection rights and obligations addressed	Who collects from surviving sublicenses after termination? At what commission rate?	

SECTION 8 — DELIVERY REQUIREMENTS

✓	Review Item	Guidance / What to Look For	Agreement Language / Status / Flag
<input type="checkbox"/>	Complete delivery schedule reviewed item by item before signing	Every undeliverable item can delay the 90% MG payment — review all items before signing	
<input type="checkbox"/>	Technical delivery specifications reviewed and production can meet them	File format, codec, resolution, audio specs — confirm before signing	
<input type="checkbox"/>	Closed captioning and accessibility requirements confirmed deliverable	Format, language versions, and timeline — confirm what is needed	
<input type="checkbox"/>	Metadata requirements specified	Title, cast, crew, synopsis, key art, ratings — confirm format and requirements	
<input type="checkbox"/>	E&O insurance requirements specified and production can satisfy them	Coverage amounts, additional insured requirements — confirm policy meets them	
<input type="checkbox"/>	Chain of title documentation requirements specified and production has all documents	What the distributor requires for legal review — confirm completeness before signing	

<input type="checkbox"/>	Delivery deadline defined and achievable	Flag if deadline is unrealistic given current production status	
<input type="checkbox"/>	Consequences of delivery failure specified	Cure period, extended deadline, agreement termination — get clarity upfront	
<input type="checkbox"/>	Cost of delivery addressed — who bears transcoding, captioning, format conversion costs	Some distributors pass these costs to the filmmaker as recoupable expenses	

SECTION 9 — CHAIN OF TITLE AND E&O COMPLIANCE

✓	Review Item	Guidance / What to Look For	Agreement Language / Status / Flag
<input type="checkbox"/>	Chain of title file is complete and all documents signed	Every agreement in the chain from source material to completed film must be documented	
<input type="checkbox"/>	Writer agreements with copyright assignment or work-for-hire confirmed	All writers who contributed to the screenplay must have signed agreements	
<input type="checkbox"/>	Director agreement with work-for-hire or copyright assignment confirmed	Director's creative contribution must be covered by a signed agreement	
<input type="checkbox"/>	All principal cast performer agreements signed before filming	Every actor needs a signed performer agreement with distribution rights grant	
<input type="checkbox"/>	All crew creative contributors have signed work-for-hire agreements	DP, editor, composer, sound designer, VFX team — all creative contributors need agreements	
<input type="checkbox"/>	All location agreements signed with distribution rights grant	Every significant filming location must have a signed agreement covering distribution rights	
<input type="checkbox"/>	All music cleared — sync and master use licenses for all pre-existing music	Uncleared music is the most common E&O exclusion — confirm all clearances before signing	
<input type="checkbox"/>	Copyright registration for screenplay and finished film confirmed	Registration numbers should be in your chain of title file	
<input type="checkbox"/>	E&O insurance applied for, approved, or approved subject to delivery	Do not sign a distribution agreement you cannot satisfy the E&O warranty for	
<input type="checkbox"/>	E&O policy names distributor as additional insured	Standard requirement in virtually all distribution agreements	
<input type="checkbox"/>	Chain of title legal opinion obtained if chain is complex	May be required by the distributor or E&O insurer for complex ownership histories	

SECTION 10 — REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

✓	Review Item	Guidance / What to Look For	Agreement Language / Status / Flag
<input type="checkbox"/>	All representations and warranties reviewed and production can make them truthfully	Read every warranty — if you cannot make it truthfully, address the gap before signing	

<input type="checkbox"/>	Ownership warranty — filmmaker warrants they own or control all rights being licensed	Confirm your chain of title supports this warranty before signing	
<input type="checkbox"/>	No conflicting agreements warranty — license does not conflict with existing commitments	Check all existing distribution, option, and licensing agreements for conflicts	
<input type="checkbox"/>	E&O warranty — filmmaker warrants E&O insurance has been or will be obtained	Confirm your E&O application is approved or approvable before making this warranty	
<input type="checkbox"/>	Content warranty — film does not infringe third-party rights	Confirm all music, archive footage, photographs, and underlying rights are cleared	
<input type="checkbox"/>	Indemnification is mutual — distributor also indemnifies filmmaker	One-sided indemnification in favor of the distributor only should be flagged	
<input type="checkbox"/>	Indemnification limited to actual damages not speculative or consequential damages	Unlimited consequential damages exposure should be flagged and negotiated	
<input type="checkbox"/>	Limitation of liability provision present and reasonable	What is the cap on each party's liability? Confirm it is proportionate to the deal	
<input type="checkbox"/>	Representations and warranties survive termination for a defined period	How long after termination can the distributor make a warranty claim against you?	

KEY FLAGS, MISSING PROVISIONS, AND OUTSTANDING ISSUES

List all flagged provisions, missing clauses, items requiring legal review, and negotiation priorities before signing.

This checklist is for educational purposes only and does not constitute legal advice. Distribution agreement terms vary by distributor, territory, and production. For agreement-specific guidance, consult a licensed entertainment attorney.

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