DISTRIBUTION AGREEMENT REVIEW WORKSHEET

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Use this worksheet when a distribution offer is in front of you. Part One walks the agreement term by term: write what your deal actually says in the middle column, and use the guidance column to see whether it protects you. Part Two lets you compare competing offers side by side if you have more than one. Part Three tracks which territories and windows are already committed, so you always know what you still have to sell.

PROJECT & DEAL			
Film Title		**Date of Review**	
Distributor / Buyer		**Offer Date**	
Production Entity		**Reviewed By**	

PART ONE — TERM-BY-TERM REVIEW

Work through every term below. If a row is blank in your agreement, that is itself a finding — note it as missing.

SECTION 1 — SCOPE OF RIGHTS GRANTED

TERM	WHAT YOUR DEAL SAYS (fill in)	GUIDANCE / WHAT TO LOOK FOR
Term (Duration)		How long the distributor controls your film. Cap at 7–15 years. Avoid “in perpetuity” unless paired with real, ongoing exploitation obligations and a strong reversion clause.
Territory		Geographic scope. “Worldwide” almost never means every country. Require the agreement to list included territories and every carve-out explicitly.
Media / Platforms		Which formats are licensed. List approved formats only. Be cautious with “all media now known or hereafter devised,” which captures rights that do not yet exist.
Exclusivity		Whether you can license elsewhere at the same time. Push for non-exclusive or time-limited exclusivity where possible.
Holdbacks		Periods blocking you from competing platforms. Confirm every holdback window matches your intended windowing strategy.
Sub-Licensing		Distributor’s right to re-sell to regional sub-distributors. Require notice and a defined revenue share on any sub-license.

SECTION 2 — MONEY, RECOUPMENT & REPORTING

TERM	WHAT YOUR DEAL SAYS (fill in)	GUIDANCE / WHAT TO LOOK FOR
Minimum Guarantee (MG)		An advance, not free money, and recoupable against your share. Confirm the amount, when it is paid, and what delivery conditions trigger payment.
Gross vs. Net Definition		How revenue is defined before your share is calculated. Demand a written definition. “Net” can be engineered to reach zero.

Recoupment Basis		Whether the distributor recoups against domestic only or a worldwide pool. Confirm recoupment applies only to territories this distributor actually controls.
Cross-Collateralization		Using revenue from one territory or window to cover losses in another. Prohibit it or strictly limit it. This is a primary mechanism by which backend disappears.
Marketing & Delivery Costs		Expenses charged against your revenue share. Cap the amounts and require pre-approval above a defined threshold.
Reporting Requirements		How often you receive revenue statements. Quarterly is standard; monthly is reasonable during an active release.
Audit Rights		Your right to inspect the books with an independent accountant. Always include. Specify frequency, typically once per year.

SECTION 3 — PROTECTIONS & EXIT		
TERM	**WHAT YOUR DEAL SAYS (fill in)**	**GUIDANCE / WHAT TO LOOK FOR**
Reversion Clause		When rights return if the distributor underperforms. Use objective triggers: no commercial release within 12–18 months, or no reported revenue for 24 months.
Assignment		Whether the distributor can transfer your deal to a third party. Require prior written approval.
Delivery Requirements		The technical and legal deliverables you must provide. Confirm you can actually meet every item, including E&O, M&E tracks, music licenses, and subtitle files.
CAMA / Collection Agent		A neutral third party that receives revenue and distributes per the waterfall. Strongly recommended with multiple distributors, investors, or participants.

THE THREE RED FLAGS TO CHECK FIRST

1. “All media, throughout the universe, in perpetuity.” A grant this broad, with no exploitation obligation and no end date, hands over your film permanently in every format that exists or ever will.

2. Recouping against revenue the distributor does not control. If a distributor holds only domestic rights but recoups against worldwide revenue, they are offsetting their costs against money from territories they had nothing to do with.

3. No reversion trigger. If nothing in the agreement returns your rights when the distributor fails to release or report, your film can sit unexploited with no way to get it back.

PART TWO — COMPARING COMPETING OFFERS

If you have more than one offer, fill this in after completing Part One for each. The highest MG is not automatically the best deal — a smaller advance with a shorter term, clean recoupment, and a real reversion clause is often worth more over the life of the film.

OFFER COMPARISON			
TERM	**OFFER A**	**OFFER B**	**OFFER C**

Distributor / Buyer			
MG Amount			
Territory Covered			
Territories Excluded			
Media / Platforms			
Term Length			
Recoupment Basis			
Cross-Collateralization?			
Marketing Cost Cap			
Reversion Trigger			
Audit Rights			
Reporting Frequency			
Your Overall Read			

PART THREE — TERRITORY & RIGHTS MAP

Track what is committed and what is still available. Before any negotiation, you should be able to answer instantly: which territories does this deal cover, which are excluded, and who holds the excluded ones.

TERRITORY & WINDOW INVENTORY				
TERRITORY / REGION	RIGHTS / WINDOW	WHO HOLDS IT	TERM / EXPIRES	STATUS
United States / Canada				
United Kingdom				
France				
Germany				
Italy				
Spain				
Scandinavia				
Eastern Europe				
Russia / CIS				
Japan				

South Korea				
China				
Australia / NZ				
Latin America				
Middle East				
Africa				
Airline / Ships				
Other:				

OPEN ISSUES, RED FLAGS, AND QUESTIONS FOR COUNSEL

This worksheet is a planning and review tool for educational purposes only and does not constitute legal advice. Distribution agreements vary significantly by film, buyer, and territory. Have any distribution agreement reviewed by a licensed entertainment attorney before signing.