

STREAMING AGREEMENT REVIEW CHECKLIST

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Use this checklist to review a streaming distribution agreement before signing. Work through each section against the actual agreement language. Flag any provision that is absent, unclear, or that you cannot answer from the agreement.

DEAL INFORMATION			
Film Title		Platform / Distributor	
Date of Agreement		Distribution Model	SVOD / AVOD / TVOD / Hybrid
License Fee / Revenue Share		Territory	
License Term		Exclusivity	Exclusive / Non-Exclusive
Attorney Reviewing		Target Signing Date	

SECTION 1 — DEAL STRUCTURE AND COMPENSATION			
✓	Review Item	Language in Your Agreement / Notes	Status / Flag
☐	Distribution model is clearly identified (SVOD flat fee, AVOD revenue share, TVOD revenue share, or hybrid)	Know which model applies before reviewing any financial terms	
☐	License fee amount or revenue share percentage is stated clearly and unambiguously	Record the exact figure here — confirm it matches what was verbally agreed	
☐	Payment schedule is defined — when is the fee paid and under what conditions	Delivery-based, milestone-based, or date-based? Flag if vague	
☐	If revenue share: basis for calculation is defined (gross receipts, net receipts, after which deductions)	Net revenue formulas vary — know exactly what is deducted before your share is calculated	

☐	If revenue share: reporting period and payment schedule are defined	Quarterly is standard — flag if longer or if no reporting obligation is stated	
☐	Distributor fee is stated if an aggregator or distributor is involved	15-25% is typical — confirm this is taken from gross, not from your share	
☐	Minimum guarantee is included if deal is revenue-share based	Ask for this even if the platform pushes back — establishes a revenue floor	
☐	Currency and payment method are specified	Flag if not specified — matters especially for international deals	
☐	Late payment provisions are included	What happens if the platform does not pay on schedule?	

SECTION 2 — RIGHTS GRANTED AND TERRITORY

✓	Review Item	Language in Your Agreement / Notes	Status / Flag
☐	Specific rights granted are enumerated (streaming, download, VOD, etc.)	Agreement should list exactly which rights are granted — not a general all-rights grant	
☐	Territory is defined specifically — which countries or regions are included	List territories here. Flag if 'worldwide' when platform does not distribute in all territories	
☐	Rights NOT granted to platform are confirmed — what you are retaining	Theatrical, physical media, licensing to other platforms — confirm these are not included unless intended	
☐	Derivative rights language is reviewed — what rights does the platform have to create clips, trailers, or adapted content	Promotional clips are standard — rights to create derivative works beyond marketing should be flagged	
☐	Sequel, prequel, and remake rights are addressed — platform has no right to these	Standard distribution license should not include sequel or adaptation rights	
☐	Music and underlying rights are addressed — production warrants it has all necessary clearances	Platform will require warranties on rights — confirm your clearances are complete before signing	

☐	Holdback provisions are identified — what distribution you are prohibited from during the term	Flag any holdback that restricts distribution beyond the platform's own territory and model	
☐	Most-favored-nation clauses are identified and understood	MFN requires you to match any better terms offered to another platform — flag if present	

SECTION 3 — LICENSE TERM AND REVERSION

✓	Review Item	Language in Your Agreement / Notes	Status / Flag
☐	License term start and end dates are clearly defined	Record exact dates here — calculate when rights should revert	
☐	Automatic renewal provisions are identified	Flag any automatic renewal — note the notice period required to opt out	
☐	Reversion clause is present and triggered by objective conditions	Vague 'failure to exploit' language is insufficient — look for specific triggers	
☐	Reversion triggered by platform ceasing to make film available for a defined period	Recommend 90 days continuous non-availability as a trigger	
☐	Reversion triggered by platform ceasing operations or being acquired	Flag if absent — critical for protecting against platform shutdowns	
☐	Reversion triggered by failure to meet minimum distribution obligations	If minimum guarantee is included, confirm reversion is tied to non-payment	
☐	Notice period for reversion is defined	How long does the process take? What notice is required from either party?	
☐	Process for confirming reversion is described	Written confirmation, file return, metadata removal — should be in the agreement	
☐	Rights revert free and clear with no encumbrances carried over from the distribution term	Confirm platform cannot impose obligations on you after reversion	

SECTION 4 — EXCLUSIVITY AND WINDOWING

✓	Review Item	Language in Your Agreement / Notes	Status / Flag
☐	Exclusivity scope is clearly defined — exclusive in which territories and for which distribution types	Record exact exclusivity scope here	
☐	Existing distribution agreements in the licensed territories have been reviewed for conflicts	Flag any territory where you have an existing license that could conflict	
☐	Windowing provisions are understood — when can you license to other platforms after the term	Some agreements include holdback periods after expiration, not just during the term	
☐	Non-theatrical distribution rights are confirmed as retained if not explicitly granted	Theatrical, educational, airline, hotel rights should not be included in a streaming-only deal	
☐	Physical media rights are confirmed as retained	DVD and Blu-ray rights should not transfer in a streaming license	
☐	TVOD rights during SVOD term are addressed if relevant	Some SVOD agreements prohibit concurrent TVOD availability — flag if present	
☐	Social media clips and promotional rights are limited to platform marketing only	Platform should not have the right to distribute clips beyond its own service	

SECTION 5 — CONTENT REMOVAL AND PLATFORM OBLIGATIONS

✓	Review Item	Language in Your Agreement / Notes	Status / Flag
☐	Platform's right to remove content from the service is identified and understood	Flag if platform can remove at any time for any reason with no notice requirement	
☐	Notice period before removal is specified	Recommend minimum 60 days written notice — flag if absent	

☐	What triggers automatic reversion upon removal is specified	If platform removes the film, rights should revert — confirm this is in the agreement	
☐	Platform's obligation to actively market and distribute the film is defined	Minimum marketing obligations — flag if entirely absent	
☐	Platform's technical quality and availability obligations are defined	What uptime, quality, and accessibility standards apply?	
☐	What happens to the license fee if film is removed before term expires is addressed	If fee was paid upfront, this may not be relevant — flag for revenue share deals	

SECTION 6 — DELIVERY REQUIREMENTS

✓	Review Item	Language in Your Agreement / Notes	Status / Flag
☐	Technical delivery specifications are documented and production can meet them	Resolution, codec, file format, audio specs — confirm before signing	
☐	Closed captioning and accessibility requirements are specified and production can deliver	Most platforms require captions — confirm format and timeline	
☐	Metadata requirements are specified	Title, cast, crew, synopsis, key art, ratings — confirm what is needed	
☐	E&O insurance requirements are specified and production can satisfy them	Minimum coverage levels — confirm your policy meets them	
☐	Chain of title documentation requirements are specified and production has all documents	What the platform requires for legal review — confirm completeness before signing	
☐	Delivery deadline is defined and achievable	Flag if deadline is unrealistic given your current delivery status	
☐	Delivery acceptance process is defined — what happens if platform rejects delivery	Cure period, redelivery rights, and consequences of failure to deliver should be specified	

☐	Delivery costs are addressed — who bears technical delivery costs	Some platforms pass encoding and delivery costs back to the filmmaker	
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SECTION 7 — REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

✓	Review Item	Language in Your Agreement / Notes	Status / Flag
☐	Production's representations and warranties are reviewed and production can make them truthfully	Read every warranty — if you cannot make it truthfully, flag before signing	
☐	Chain of title warranty — production warrants it owns or controls all rights necessary to grant the license	Confirm your chain of title is complete and defensible before making this warranty	
☐	No conflicting agreements warranty — production warrants the license does not conflict with existing commitments	Confirm against all existing distribution, option, and licensing agreements	
☐	E&O warranty — production warrants it has obtained or will obtain E&O insurance	Confirm your E&O policy is in place or will be in place by delivery	
☐	Content warranty — production warrants the film does not infringe third party rights	Confirm all music, archive footage, photographs, and underlying rights are cleared	
☐	Indemnification provision is mutual — platform also indemnifies production	One-sided indemnification in favor of the platform only should be flagged	
☐	Limitation of liability provision is present and understood	What is the cap on each party's liability? Confirm it is reasonable	
☐	Indemnification is limited to actual damages not speculative or consequential damages	Unlimited consequential damages exposure should be flagged	

SECTION 8 — REPORTING, AUDITING, AND DATA

✓	Review Item	Language in Your Agreement / Notes	Status / Flag
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☐	Revenue reporting obligation is included — how often and in what format	Quarterly is standard for revenue share deals — flag if absent or less frequent	
☐	Viewership data reporting is included	Most SVOD platforms will not agree to this — note if absent	
☐	Audit rights are included — production's right to audit platform's books if revenue share	Should include right to audit with reasonable notice, at production's expense	
☐	Revenue statements are required to include sufficient detail to verify calculations	Gross receipts, deductions, and calculation methodology should all be visible	
☐	Dispute resolution process for revenue disagreements is defined	How are disputes about revenue calculations resolved? Timeframes?	

SECTION 9 — TERMINATION AND DEFAULT

✓	Review Item	Language in Your Agreement / Notes	Status / Flag
☐	Grounds for termination by either party are defined	What constitutes a breach that entitles the non-breaching party to terminate?	
☐	Cure period for breach is included	How long does a breaching party have to fix the problem before termination?	
☐	Consequences of termination are defined	What happens to the fee, the rights, and the film upon termination?	
☐	Termination for convenience by the platform is identified	If the platform can terminate for convenience with limited notice, that is a significant risk — flag	
☐	Effect of platform insolvency on the agreement is addressed	Does insolvency automatically terminate the agreement and revert rights?	
☐	Surviving provisions after termination are identified	Which obligations survive termination — indemnification, confidentiality, reporting?	

SECTION 10 — GENERAL PROVISIONS

✓	Review Item	Language in Your Agreement / Notes	Status / Flag
☐	Governing law and jurisdiction are specified	Which state or country's law governs — and which courts have jurisdiction?	
☐	Dispute resolution mechanism is specified (litigation, arbitration, mediation)	Arbitration clauses can limit your options — understand before signing	
☐	Assignment restrictions are addressed — can the platform assign the agreement without your consent	Flag if platform can assign to any third party without your approval	
☐	Entire agreement clause confirms no oral representations are binding	Everything agreed verbally should be in the written agreement before signing	
☐	Amendment process is specified	Amendments should require written agreement from both parties	
☐	Notice provisions specify how formal notices are delivered	Email vs certified mail vs both — confirm notice addresses are correct	
☐	Confidentiality provisions are reviewed	What deal terms are confidential? Are you permitted to disclose the existence of the deal?	

KEY FLAGS AND OUTSTANDING ISSUES

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

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

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