

CREATIVE CONTROL PROVISIONS

Quick Reference • Term Cards • Role Checklists

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HOW TO READ THE TABLES

GREEN Standard or guaranteed minimum right	BLACK Realistic — depends on leverage	GRAY Rarely or never granted
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SECTION 1 — WHO GETS WHAT

Quick reference: every provision by role

Provision	Writer	Director	Producer	Actor
Final Cut	Almost never	Rare — major leverage only	Never as standalone	Never
Approval Rights	Rare — major leverage only	Sometimes	Common at senior level	A-list only
Meaningful Consultation	Sometimes negotiable	Standard at mid-level	Standard	Sometimes negotiable
Casting Approval	Rarely granted	Sometimes	Sometimes	Co-star approval: A-list
Director Approval	Rarely granted	N/A	Sometimes	A-list only
Script Approval	Sometimes (own work)	Sometimes	Sometimes	Rarely
Marketing / Trailer Approval	Rarely	Rarely	Sometimes	A-list only
First Rewrite Right (WGA)	WGA minimum — always	N/A	N/A	N/A
Separated Rights (WGA)	WGA minimum — if credited	N/A	N/A	N/A
Credit Protection	Negotiable	DGA minimum	Negotiable	Negotiable
EP Credit	Sometimes courtesy only	Rare	Standard	Increasingly common
On-Set Involvement	Rarely — must negotiate	By definition	Standard	Rarely
ROFN	Common on sequels	Sometimes	Common	Sometimes
ROFR	Rare	Rare	Sometimes	Rarely
Sequel Rights	Negotiable	Negotiable	Negotiable	Negotiable
Backend Participation	Net profits — WGA min	Negotiable	Negotiable	Net profits — standard
Residuals	WGA minimum	DGA minimum	Not automatic	SAG-AFTRA minimum

SECTION 2 — TERM CARDS

Final Cut

The right to make the last creative decision about the released version of the film. The holder has absolute authority. No other party can require changes to their approved cut.

Who typically gets it: Directors with extraordinary leverage only. Writers never. Producers and actors never in standard deals.

Realistic or aspirational: Aspirational for almost everyone.

Applies in: Director agreements only, in rare circumstances.

Approval Rights

The right to approve or reject a specific decision before it is made. The decision cannot proceed without affirmative consent. Meaningfully stronger than consultation.

Who typically gets it: Senior producers on specific decisions. A-list actors on co-stars or key elements. Writers rarely.

Realistic or aspirational: Realistic for senior producers and A-list talent on defined decisions. Aspirational as a general right.

Applies in: Writer, director, producer, and actor agreements.

Meaningful Consultation

The right to be heard before a decision is made. The decision maker must consult and genuinely consider input — but does not have to agree. The decision can proceed differently from the participant's recommendation.

Who typically gets it: Writers, directors, producers, and actors at mid-level and above can often negotiate this on relevant decisions.

Realistic or aspirational: Realistic for most participants with some leverage. Define what 'meaningful' requires in the contract.

Applies in: Writer, director, producer, and actor agreements across all budget levels.

Casting Approval

The right to approve or reject casting decisions. May cover all roles or specific categories. A-list actors sometimes negotiate co-star approval.

Who typically gets it: Senior producers sometimes. A-list actors for co-stars. Directors with leverage. Writers almost never.

Realistic or aspirational: Realistic for senior producers and A-list talent in defined circumstances. Aspirational for most.

Applies in: Producer, director, and actor agreements. Rarely in writer agreements.

Director Approval

The right to approve or reject the director. Most commonly negotiated by producers or writer-producers who want creative alignment.

Who typically gets it: Senior producers with leverage. A-list actors on passion projects. Writers rarely unless also a producing partner.

Realistic or aspirational: Realistic for senior producers. Aspirational for most writers and actors.

Applies in: Producer and actor agreements primarily.

Script Approval

The right to approve revisions to the screenplay after delivery. One of the most strongly resisted provisions — studios view script control as essential.

Who typically gets it: Authors who write their own screenplay sometimes receive approval over their own drafts only. Not over revisions by new writers.

Realistic or aspirational: Aspirational for most. Realistic in limited form for writers with a bidding war.

Applies in: Writer and producer agreements primarily.

Marketing / Trailer Approval

The right to approve or be consulted on marketing materials, trailers, posters, and promotional content.

Who typically gets it: A-list actors sometimes. Directors with leverage sometimes receive consultation rights.

Realistic or aspirational: Aspirational for most. Realistic for A-list talent in defined circumstances.

Applies in: Actor and director agreements primarily.

Creative Control

An umbrella term with no fixed legal meaning. Can mean anything from final cut to a notification right. Always requires further definition to be enforceable.

Who typically gets it: Used across all deal types and roles. Always needs to be broken into specific provisions.

Realistic or aspirational: The phrase itself is aspirational and often illusory without specific defined provisions behind it.

Applies in: Writer, director, producer, and actor agreements. Always requires further definition.

Executive Producer Credit

A title. The creative authority behind it depends entirely on what the agreement says. Does not automatically confer any specific rights.

Who typically gets it: Authors, financiers, actors, and agents frequently receive EP credits. What it means depends on the agreement.

Realistic or aspirational: The credit is realistic for many participants. The authority behind it must be defined in the agreement.

Applies in: Appears across all deal types.

On-Set Involvement

The right to be present during principal photography. Writers are not automatically entitled to on-set access — this must be specifically negotiated.

Who typically gets it: Writer-producers and EPs with an active role. Writers in a writing-only capacity must negotiate this specifically.

Realistic or aspirational: Realistic for writers who also hold a producing credit. Aspirational for writing-only writers.

Applies in: Writer and producer agreements. Directors are on set by definition.

First Rewrite Right (WGA)

Under the WGA MBA, the original writer of a covered production is entitled to write the first rewrite before additional writers are brought in. Does not control the direction of notes.

Who typically gets it: Any WGA-credited writer of an original theatrical work on a covered production. This is a minimum right.

Realistic or aspirational: Guaranteed minimum on WGA productions. Must be negotiated on non-union productions.

Applies in: WGA-covered writer agreements only.

Separated Rights (WGA)

A bundle of rights the WGA returns to credited writers of original theatrical material even after copyright transfer. Includes publication, dramatic stage, sequel payments, reacquisition right. Requires appropriate credit.

Who typically gets it: Any WGA-credited writer of original theatrical material on a covered production.

Realistic or aspirational: Guaranteed minimum for qualifying writers on WGA productions. Does not exist on non-union productions.

Applies in: WGA-covered writer agreements on original theatrical material only.

Credit Protection

Contractual provisions protecting a writer's credit entitlement. On WGA productions, credit is ultimately determined by arbitration. On non-union productions, credit terms are whatever the agreement says.

Who typically gets it: Writers at all levels can negotiate some form. Enforceability depends on WGA coverage.

Realistic or aspirational: Realistic for most writers in some form.

Applies in: Writer agreements across all production types.

Right of First Negotiation (ROFN)

The right to be the first offered the opportunity to negotiate for a specific right or role before anyone else is approached. Does not guarantee a deal will be made.

Who typically gets it: Writers commonly receive a ROFN on sequels. Directors, producers, and actors negotiate ROFNs on follow-on projects.

Realistic or aspirational: Realistic for most participants at various leverage levels.

Applies in: Writer, director, producer, and actor agreements.

Right of First Refusal (ROFR)

The right to match any third-party offer before the other party can accept it. Stronger than ROFN — the holder can always match and secure the deal.

Who typically gets it: Writers and directors with leverage sometimes on sequels. Actors with leverage sometimes on their role in sequels.

Realistic or aspirational: Realistic for participants with significant leverage. Aspirational for most.

Applies in: Writer, director, producer, and actor agreements.

Sequel and Derivative Work Rights

Provisions defining a participant's involvement and compensation when a sequel, prequel, remake, or derivative work is produced. Includes sequel fees, engagement rights, profit participation, and credit.

Who typically gets it: Participants at all levels can negotiate sequel provisions when entering any deal with franchise potential.

Realistic or aspirational: Realistic for most participants in some form. Terms depend on leverage.

Applies in: Writer, director, producer, and actor agreements. Important in franchise-oriented deals.

SECTION 3 — ROLE CHECKLISTS

Before you sign — have you addressed these provisions?

WRITER CHECKLIST

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| ☐ | First rewrite right confirmed (WGA productions — minimum right; non-union — negotiate specifically) |
| ☐ | Separated rights confirmed if WGA-covered original material and you will receive appropriate credit |
| ☐ | Credit protection provisions defined — what credit you receive and what prevents it from changing |
| ☐ | Script approval over your own delivery draft — or at minimum consultation on revisions |
| ☐ | Right of first negotiation on any sequel, prequel, or derivative work based on your material |
| ☐ | Sequel payment terms defined — WGA minimum on covered productions; negotiate individually on non-union |
| ☐ | Publication rights addressed — can you publish the screenplay or a novel based on it |
| ☐ | Dramatic stage rights addressed — can you produce a stage version |
| ☐ | Reacquisition right — can you buy back unproduced material after a defined period |
| ☐ | On-set access — do you have the right to be present during filming |

WRITER CHECKLIST

- ☐ Executive producer credit — if offered, what authority does it actually carry in this agreement
 - ☐ Backend participation structure defined — net profits, gross participation, or box office bonuses
- NOTE: 'Creative control' without specific defined provisions is not enforceable. Always break it down.**

DIRECTOR CHECKLIST

- ☐ Director's cut right confirmed — defined period after principal photography to deliver your cut
 - ☐ Final cut — if not granted, understand exactly what happens after your cut is delivered
 - ☐ Casting approval or meaningful consultation over principal cast before contracts are signed
 - ☐ Key crew approval — Director of Photography, Production Designer, Editor at minimum
 - ☐ Script consultation — right to be consulted on any changes to the screenplay before filming
 - ☐ Marketing and trailer consultation — right to review materials before public release
 - ☐ Right of first negotiation on any sequel or follow-on project based on this material
 - ☐ Credit protection — DGA minimum on covered productions; negotiate beyond minimum where possible
 - ☐ Backend participation structure defined and the definition of gross or net is in the contract
 - ☐ On-set authority clearly documented — who has the right to give creative direction on set
- NOTE: A director's cut right is not final cut. Know the difference before you sign.**

PRODUCER CHECKLIST

- ☐ Director approval or meaningful consultation before any director is formally attached
 - ☐ Casting approval over lead roles — or at minimum meaningful consultation before offers go out
 - ☐ Script approval or meaningful consultation on any revisions after greenlight
 - ☐ Budget approval authority — what changes require your written consent
 - ☐ Key crew approval — which above-the-line hires require your sign-off
 - ☐ Marketing approval or consultation over campaign materials, key art, and trailer
 - ☐ Right of first negotiation on sequels and derivative works
 - ☐ Waterfall position confirmed — where do your producer fees and backend participation sit
 - ☐ Backend commitments to talent confirmed from your share only — not total net profits
 - ☐ Executive producer credit defined with specific operational authority in the agreement
 - ☐ All creative control promises documented in writing — not just discussed in the room
 - ☐ AI tools provision — does the agreement address which AI tools can be used on this film and who approves
- NOTE: What you promise talent in creative control comes out of your share. Model it before committing.**

ACTOR CHECKLIST

- ☐ Co-star approval — right to approve or consult on who plays significant roles opposite you
- ☐ Director approval or consultation before the director is locked

ACTOR CHECKLIST

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|--------------------------|--|
| ☐ | Script approval or consultation on changes to your character's dialogue or scenes |
| ☐ | Marketing and trailer approval — how your performance and image are used in promotional materials |
| ☐ | Digital replica provisions — what rights does the producer have to your likeness and voice using AI |
| ☐ | Right of first negotiation on your role in any sequel or derivative work |
| ☐ | Backend participation structure defined — first-dollar gross, adjusted gross, box office bonuses, or net profits |
| ☐ | Residual structure confirmed under SAG-AFTRA agreement — theatrical vs streaming originals pay differently |
| ☐ | Credit protection — billing position, size, and placement in opening credits and marketing |
| ☐ | Executive producer credit — if offered, confirm what authority it carries and whether it is meaningful |
| ☐ | Approval over any AI-generated digital replica of your performance beyond the scope of the film |

NOTE: Backend without a definition is not a deal. Get the specific formula in the contract.

THE MOST IMPORTANT REMINDER

'Creative control' is not one right. It is a list of specific provisions that must be negotiated and written into your contract individually. A promise of creative control without specific defined provisions is not enforceable. Every item on these checklists represents a separate negotiation point — not an assumption.

This document is for educational purposes only and does not constitute legal advice. Provisions vary significantly by deal, role, and negotiation. Consult a licensed entertainment attorney for your specific situation.

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