

The Music License Scope Checklist

Before you sign any sync or master license, run through these questions. Getting permission isn't the same as getting permission everywhere, forever, in every format.

A license can be limited by **media**, **territory**, and **term**. If your film later moves somewhere the license didn't cover — a streaming platform, a new country, a re-release years later — you may not have the right to keep the music in it. That's how shows end up swapping out their original songs when they hit streaming. Use this checklist to pin down exactly what a license actually grants before you rely on it.

Media WHAT FORMATS

- ☐ **Which media/formats does the license cover?** *theatrical, festival, broadcast TV, cable, home video/DVD, digital download, streaming/SVOD, AVOD, airline/in-flight, educational?*
- ☐ **Does it expressly include streaming?** *Older or narrowly-drafted licenses often don't — this is the single most common gap.*
- ☐ **Does it cover future or unknown media?** *Language like "in all media now known or hereafter devised" future-proofs you.*
- ☐ **Does it cover trailers, promos, and marketing?** *Advertising/promotional use is often a separate grant from in-film use.*

Territory WHERE

- ☐ **What territory does it cover?** *domestic only, specific countries, or worldwide?*
- ☐ **If your film sells internationally, are you covered?** *A domestic-only license won't follow a worldwide distribution or streaming deal.*
- ☐ **Does "worldwide" include the universe/all territories?** *Confirm it's truly global, not a listed set of countries.*

Term HOW LONG

- ☐ **How long does the license last?** *perpetuity, a fixed number of years, or per-use?*
- ☐ **If it's a fixed term, what happens when it expires?** *Do you have to pull the music, renew, or renegotiate — possibly at a higher rate?*
- ☐ **Is renewal automatic or at the licensor's discretion?** *Discretionary renewal means they can decline or raise the price later.*
- ☐ **Does the term outlast your distribution windows?** *Your film may still be streaming in 20 years — make sure the music can stay.*

Both Licenses & Scope

- ☐ **Do you have BOTH the sync and the master license?** *Sync = the composition (publisher/songwriter). Master = the specific recording (label). You usually need both to use a released song.*
- ☐ **Do the two licenses match in media, territory, and term?** *If the sync is worldwide/perpetuity but the master is domestic/5-year, you're only covered to the narrower of the two.*
- ☐ **Is the use exclusive or non-exclusive?** *Non-exclusive is normal; just know what you're getting.*
- ☐ **Are there use limits?** *number of uses, duration of the clip, in-context vs. over titles, specific scene only?*
- ☐ **Do you have it in writing, signed, before you lock picture?** *A quote or email is not a license. Get the executed grant.*

The one-sentence rule: Match your license scope to your film's *widest possible future* — the broadest media, the largest territory, and the longest term you can afford — because you can't predict where your film will end up, and re-clearing later (if it's even possible) is harder and more expensive than getting it right up front.

Biggest red flag: a license that covers "theatrical and home video" but is silent on streaming. If your film lands on a streaming platform, that silence can mean you don't have the right to keep the song — and you're re-clearing or replacing it. Always confirm streaming is expressly covered.

Thoolie — contract automation and education for independent filmmakers. This checklist is general educational information, not legal advice. Music licensing is fact-specific; consult a qualified attorney about your specific clearances.