

IP & Ownership in Film

Who owns it. Who gets paid. What to ask for in every deal. A practical breakdown of how independent films get financed, distributed, and recouped — with real deals to study at every fork.

THE GOLDEN RULE

You bring the IP, the money, or the talent. Whatever you bring is what you keep. Everything else is what you trade away.

A SCENARIO A · YOU OWN THE IP

You wrote the book, the comic, the **original concept**.

You hold 100% worldwide rights. You're shopping a show. What you sign next decides how much of the IP you walk away with.

DEAL

Option / Shopping Agreement

LOW-RISK LOCK

YOU GIVE

12–18 month exclusive right to pitch your IP. Small upfront (\$1–25K).

YOU KEEP

100% IP if it doesn't sell. Rights revert to you cleanly.

WHEN

A producer wants to attach themselves first, before bringing it to networks.

DEAL

Pilot / Script Deal

STAGE 2

YOU GIVE

They pay for the pilot script. Right of first refusal on series.

YOU KEEP

Co-own IP. Stay attached as Creator / EP.

WHEN

Network is interested but not ready to greenlight a full series.

DEAL

Studio Original Series Order

STREAMER COMMISSION

YOU GIVE

License IP to the studio. They produce + brand-own the show.

YOU KEEP

Created-By credit, EP fee, backend points (~2.5–10%), spin-off participation if negotiated up front.

WHEN

Streamer wants to commission day one (Netflix Original, Prime Original).

DEAL

Co-Production

SPLIT-RIGHTS PLAY

YOU GIVE

Split rights by territory or window (US vs intl, theatrical vs streaming).

YOU KEEP

The windows / territories you didn't license away.

WHEN

International partner brings money. You keep US rights, or vice versa.

KEY MOVE

When a streamer wants in early, it's because they want notes, cast approval, and creative control. The earlier they pay, the more they steer. Stay in option / pilot stage as long as you can — leverage compounds with every name you attach before the money lands.

B SCENARIO B · YOU HAVE THE SCRIPT

You wrote a script. You need someone else's money to make it.

Network and studio funding always comes with strings. The size of those strings depends on which deal structure you sign.

DEAL

Studio Original

AMAZON · STARS · NETFLIX

YOU GIVE

Studio is in from day one. They give notes, replace cast, pick title. They own the IP.

YOU KEEP

EP credit + producer fee. Sometimes a small back-end.

DEAL

Negative Pickup

CASH-FLOW AGAINST PAPER

YOU GIVE

Distributor commits ON PAPER to buy on delivery. You raise cash-flow against that paper, pay interest on the loan.

YOU KEEP

Most IP retention of any funded path. You still produce.

DEAL

Pre-Sale

SELL WINDOWS IN ADVANCE

YOU GIVE

Sell off territories or windows before you shoot to raise the budget.

YOU KEEP

The territories and windows you didn't sell.

DEAL

Producer-for-Hire

WORK-FOR-HIRE

YOU GIVE

All IP. Flat fee. No points.

YOU KEEP

Credit. The relationship. Your next chance at bat.

KEY MOVE

If they pay early, they control early. Walking in with named talent already attached flips the leverage — the script is no longer the only thing on the table.

C SCENARIO C · YOU HAVE THE MONEY

You + investors funded it. Now you're hunting distribution.

The film is in the can. Every distributor will pitch a different shape of deal. Pick the one that builds the audience the project actually needs — not just the first cash offer.

<div>DEAL</div> <div>MG — Minimum Guarantee</div> <div>THE BENCHMARK</div>
<div>YOU GET</div> <div>Guaranteed advance (\$X up front) + back-end points after recoupment.</div>
<div>YOU GIVE</div> <div>Exclusive distribution rights for a set term (often 7–15 years).</div>
<div>DEAL</div> <div>Streamer Output Deal</div> <div>TUBI · PLUTO · ROKU</div>
<div>YOU GET</div> <div>Flat license fee. Example: Tubi ~\$200K for 6 months exclusive.</div>
<div>YOU GIVE</div> <div>Limited window. After it expires, you re-shop the project.</div>
<div>DEAL</div> <div>VOD / Transactional</div> <div>RENT + BUY</div>
<div>YOU GET</div> <div>Revenue share on every rent and every buy.</div>
<div>YOU GIVE</div> <div>Platform takes 30–50% commission.</div>
<div>DEAL</div> <div>Theatrical-Then-Streamer</div> <div>TWO PAYDAYS</div>
<div>YOU GET</div> <div>Theatrical window first → streamer license afterward. Two revenue events.</div>
<div>YOU GIVE</div> <div>Cost of P&A (prints + advertising). Real risk if box office misses.</div>
<div>DEAL</div> <div>All-Rights Acquisition</div> <div>THE BUYOUT</div>
<div>YOU GET</div> <div>Lump sum buyout. Clean exit.</div>
<div>YOU GIVE</div> <div>All rights. All territories. All windows. Forever.</div>

KEY MOVE

Don't take the first cash offer just because it's cash. Tubi at \$200K / 6 months ends in 6 months — then you're running it around again. An Amazon Prime deal that funds the premiere event (camera team, panel, branding) can build the audience the project actually needed.

RECOUPMENT · HOW INVESTORS GET PAID BACK

The order of who eats first.

Money out from the project flows in this order. Nothing in the next bucket gets paid until the prior bucket is fully paid.

01

PREMIUM

Investors get their principal back *plus a premium* before anyone touches profit. Standard premium is 20–25%.

\$100K in → first \$125K out

02

FIFO

First In, First Out. Whoever wrote the first check gets paid back first. The standard for early money.

Friends & family · seed

03

LIFO

Last In, First Out. Used to attract late money. The last investor in gets paid back first as the incentive for closing the gap.

Gap financing · bridge

04

PARI PASSU

Pro-rata. Everyone recoups at the same rate, proportional to what they put in. Simplest. Fairest. Easiest to syndicate.

Equal-class equity

05

NET PROFIT POOL

AFTER 100% recoupment + premium is paid, remaining profit splits between investors / producers / talent / participants *per the operating agreement.*

"Backend points"

LEVERS · THE WORKING PRODUCER'S TOOLKIT

How pros keep more of what they made.

STACK NAMED TALENT FIRST

Walk into the room with names attached. Changes the conversation from "we hope" to "we have." Flips the leverage.

TAX CREDITS

Texas (30–40%), Georgia (30%), New Mexico, Louisiana. Reduces the cash you actually need to raise.

EP CREDITS OVER POINTS

Pay name talent a flat EP fee instead of cutting them into back-end points. Saves your equity for investors.

MFN CLAUSES

"Most Favored Nation" — every cast member gets paid the same rate. Keeps the deal clean. Stops union escalation triggers.

BUILD A LEVERAGE CHAIN

Sunset offer → WME Independent → fund → macro. Each commitment raises the floor on the next conversation.

EVERY FILM IS ITS OWN BUSINESS

Separate LLC per project. Don't cross-collateralize IP. One movie's failure can't drag down the next one's rights.

TRUTH 01

Studio money equals studio notes. They don't write checks for projects they can't steer.

TRUTH 02

Doing it blind is what costs you five years. Know the deal structure before the meeting.

TRUTH 03

Premium is non-negotiable. Build it into your numbers from day one — it's how you raise the next round.

TRUTH 04

Anybody can do this. Doing it without the playbook is the only difference.

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