TTGDA Tabletop Market Contract Analysis

August 2026

TABLETOP
GAME DESIGNERS
ASSOCIATION

Introduction

The Tabletop Game Designers Association is a professional organization for game designers, dedicated to advocacy, education, and community. One of our key and most-used services is performing contract reviews for our members. TTGDA reviews about two contracts per week, on average. In addition, members have supplied us with contracts for reference, giving us access to hundreds of examples across the industry.

The vast majority of these are creator-owned rights grants, where the designer maintains ownership of their design and licenses the work to a publisher to commercialize. This contrasts with work for hire agreements, where the designer is hired to do specific work for a publisher and the publisher owns the rights to the resulting creations.

There is still a wide disparity from publishing contract to publishing contract, and key clauses we believe should be standard are not included in many of them. Unfortunately, many first-time game designers are so excited to receive an offer they accept terms that may cause them serious creative and financial issues in the future. We encourage all designers, even those signing a game publishing agreement for the first time, to negotiate confidently for their contracts to guarantee fair payment, a formal say in the final presentation of their work, solid protection of intellectual property rights, and control of their names and likenesses in publication and marketing.

To help educate designers and set expectations for the industry, TTGDA has prepared a scoring rubric that includes a variety of criteria and is strictly objective. We have scored a broad range of publishing agreements against these criteria and are sharing the summary scores with our members.

We also are sharing the rubric with the general public, along with some statistics about how publishers and their contract templates meet the criteria. We will also be releasing, under separate cover, a model contract that meets all of the criteria in this rubric.

Our intention is to release updates to this report semi-annually, with additional publishers and updated scores for publishers that have changed their standard contracts.

How did we do it?

The scoring rubric project was initiated over a year ago by the TTGDA contract & grievance committee, consisting of industry veterans Geoff Engelstein, Elizabeth Hargrave, Matt Leacock, and James Lowder. They prepared an initial list of clauses, which then was reviewed by the full executive and advisory boards. Once the criteria were established, the team had extensive discussions to determine the weights, which was also reviewed and modified based on feedback from the full board. The board (current membership of which can be seen here) has extensive experience with negotiating and living with contracts for hundreds of games. They brought this experience to bear on the project.

The committee then scored the contracts supplied by TTGDA members over the life of the organization. When there were multiple contracts from the same publisher, we scored the most recent. We also made sure to score the initial contracts offered to the designers, not the final contracts after negotiation. This helped set a level playing field, as some designers are more well known or have more negotiating experience. Also, we found that many novice designers are so eager to secure an offer for their game they just accept the agreement as offered.

Each publisher was sent their detailed results, along with an explanation of what and why we were doing this review. We invited them to ask any questions they had, to correct any mistakes we had made, or even to revise their contracts to receive a higher score. We had frank and constructive conversations with many of the publishers, and several sent us new contracts based on our feedback. We updated the scores accordingly, and those are the ones that are included in this report. Some of these new contracts increased scores by over 20 points.

How should the results be interpreted and used?

We are not saying that designers should avoid publishers with low scoring contracts or only work with publishers with high scores. There are many factors to consider when selecting a publisher:

- There are certain criteria that may be more or less important to you, with greater or lesser weights than the ones we assigned.
- The ratings here represent standard contract templates, and you can often negotiate better terms than can be found in a company's boilerplate contract.
- If a publisher has greater sales opportunities and will do large print runs, you may accept a lower royalty or other compromises when the same terms would not be as acceptable with a publisher doing a small print run.
- There are "soft" criteria to consider, like how easy a publisher is to work with, the quality of their products, how your game fits into their lineup, and more. We considered including some soft criteria in our scoring metric, but in the end decided to only include purely objective criteria. We encourage all designers to reach out to industry colleagues who have worked with a publisher to get more information about the practical operations of the house, and to have frank discussions with the publishers themselves. The TTGDA Discord channel is a great place to discuss these considerations.

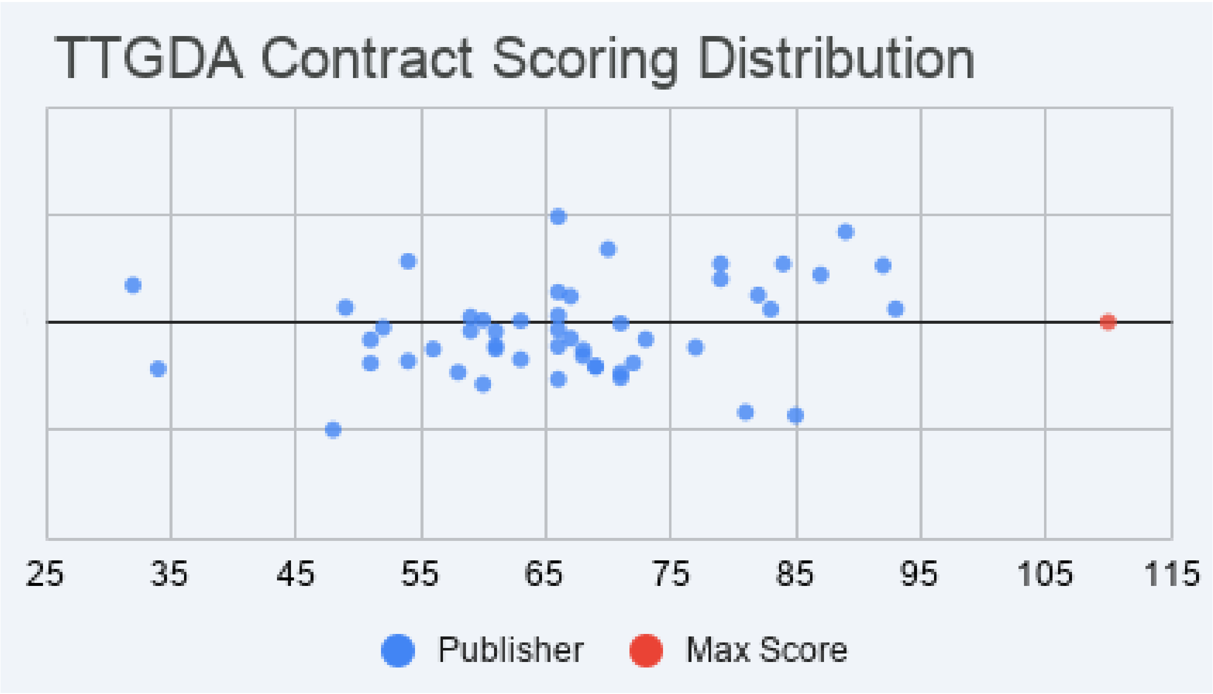
Key Takeaways

- **Only two-thirds of publishers** offer a baseline advance above the TTGDA-recommended minimum of $1,000. **20% don't offer any advance at all**.
- **40% of publishers** can make expansions without consulting the designer.
- **10% of Publishers** have unusual deductions to revenue before calculating revenue, such as manufacturing or marketing expenses.
- **One third of publishers** do not allow designers to audit their books.
- **75% of publishers** hold onto the rights to the game name after the licensing agreement ends.

All of these concerning clauses can be, and often are, negotiated to a better outcome. However, many designers are not aware of their consequences. On a brighter note, based on our conversations with publishers, almost all want to offer fair and equitable contracts. Many of them started as designers themselves. We hope that this report shines a light on these industry practices and leads to more equitable standards.

Overall Industry Performance

This graph shows the distribution of all the publisher contracts we have scored to date. The maximum score on the rubric is 110 points[1].



(Note: The vertical axis on the chart is a random value that exists solely to separate dots with the same score.)

[1] We tried really hard to make the total 100 points, but in the end decided not to compromise the weights we felt were appropriate or cut criteria to reach that. So the maximum score is 110 points.

TTGDA Scoring Rubric

Maximum Score: 110
Notes on criteria follow after the list

Criteria	Points
1. DESIGNER CONTROL OF THEIR IP	
a. Does contract end, and can you terminate for publisher inaction?	
Contract is not in perpetuity; end is a fixed date, not dependent on action such as publication. (May auto-renew with consent.)	2
Publish-by date specified, and contract terminated if not met.	5
Termination if royalties drop below certain level for set time (max 12 mos). (Catch-up clause OK, min $100.)	5
Termination for breach. (Cure period OK).	3
PICK ONE: On termination, stock may be sold for 6 months or less.	3
PICK ONE: On termination, stock may be sold for 6 to 12 months.	1
PICK ONE: No restriction on sale of stock after termination or > 12 months.	0
b. Do rights fully revert?	
Clearly states all licensed rights revert to designer.	5
Specifies mechanics *as published* revert to designer.	2
Specifies name of game and associated trademarks revert to designer. Designer may have to pay any associated fees.	5
c. Are there protections when rights are transferred?	
Clarity about what happens if publisher is sold or transfers license.	3
Designer must agree in writing to transfer of license.	2
d. Designer credit	
Name will be on box or cover and/or rules.	5
e. Approval of final product	

Criteria	Points
PICK ONE: Designer has final approval on art and design.	7
PICK ONE: Designer has a specific right to final review prior to production.	3
PICK ONE: Designer has no specific right to review.	0
Designer has right to remove use of their name from box, rules, and marketing materials.	2
f. Penalties: Things that shouldn't be there	
One-sided morality clauses.	-3
One-sided non-disparagement clauses.	-3
Non-compete or right of first refusal clauses that limit designer freedom to publish.	-3
Minimum royalty payment, no set time for catch-up.	-3
Publisher may charge penalties or other fees to designer.	-3
Non-standard deductions to revenue.	-3
One-sided indemnification clause.	-3
a. Is there a reasonable advance?	
PICK ONE: Non-refundable advance/kill fee of at least $1,000.	10
PICK ONE: Advance < $1,000	5
PICK ONE: No advance	0
b. Is there a reasonable royalty for the game?	
Publisher uses % of publisher revenue, or % of MSRP, or a similar structure.	10
Royalty is at least 5% of revenue or 2.5% of MSRP.	5
c. What's the royalty for sublicenses?	
PICK ONE: Royalty on sublicensing revenue is at least 30%; or effective royalty is at least as good as for the base game.	4
PICK ONE: Sublicensing rate 10% – 29%.	2
PICK ONE: Sublicensing rate < 10%.	0
d. What's the deal for expansions, sublicensed or by the same publisher?	
Designer has right of first refusal for design expansions.	3

Criteria	Points
If same designer, same royalty or better for expansion (or a separate contract).	5
If expansion is by a different designer, original designer still receives at least some royalty.	2
Expansion rights not granted to publisher, to be negotiated separately.	7
e. Payment process	
Payment timing specified, both reporting dates and timing for payment.	4
Royalty report contents defined and include quantity, channel, and revenue.	3
Revenue from crowdfunding will be recognized within 45 days of end of the campaign, or payment is quarterly.	2
Designer can charge late fees or interest for late payments.	3
Designer can audit.	5
f. How many designer copies?	
Designer receives at least 1 case (about 6) of base game, 1 copy of expansions and foreign language versions.	2
Designer can purchase extra copies at the wholesale rate, not for resale.	1

NOTES ON THE RUBRIC:

1.a. *Termination if royalties drop below a certain level:* If the contract allows for the designer to terminate the contract for any reason, including lack of royalty income, that fulfills this requirement. A clause that triggers termination if no copies are sold does not qualify. We have seen situations where publishers sell one copy a year just to keep the rights to a game. This is why we specified a minimum payment rather than the number of copies sold. Contract termination if a game goes “out of print” also does not fulfill this clause, as that in itself may not create an achievable path to termination. It’s not unheard of in our market for games to be backlisted in ways that keep them technically “in print,” yet they receive no real marketing and no one can reasonably purchase a copy.

How long stock can be sold for after termination: Having older versions of a game available through retail in the market can make it harder for a designer to get a new publisher. This type clause guarantees that the older version of a game is removed from the market in time for a new version.

1.b. Having the “as published” mechanics and name revert to the designer on termination is important as it makes it much easier to sign with a new publisher.

1.c. Many contracts do not specify what happens if the company is sold or merges with another. While a designer may have good relations with the current publisher, they may not with its successor. Also, it is important that terms be laid out so that, at a minimum, the new owner needs to adhere to the contract as originally written.

1.e. In order to meet the second criteria (*"Designer has some right to final review"*) the contract must specify one or more definite checkpoints for designer review. Saying something like "Publisher will consult with the designer during development for their input" is not sufficient.

Our preferred approach is for the designer to have, at the very least, the right to review the "production ready" print files with some window to supply comments. (1 or 2 weeks is typical.) Depending on the agreement, the publisher may still decide what comments they wish to act on (if any), but it's a defined process. Ideally, the designer retains "final cut" approval for all important creative content decisions. Regardless of who has final say, all publication decisions should be reached through collaborative negotiations, with the designer and the publisher working toward mutually acceptable solutions. A clear and robust review process makes this kind of collaborative effort possible.

We know situations where, while the designer was involved in development, they never saw the final print files before manufacturing started, and typos and other important issues were present in the final version.

The third clause — *designers having the right to remove their name* — is important in case the designer disagrees with development or art decisions that are made, or a position taken by the company or its personnel. As a last resort, the designer should be able to remove their name from the product and its promotion.

1.f *Penalties*: Each of these deducts three points from the score.

One-sided morality, non-disparagement, indemnification clauses: Clauses that hold the designer responsible but don't apply the same terms to the publisher will trigger these penalties.

Minimum royalty payment: Some contracts include clauses that royalties are only paid if they rise above a certain value (like $250). If the amount owed never goes above this, it never gets paid. So the publisher could owe the designer $240 forever without paying it. A "catch-up clause" is sometimes used by publishers. This means that if, for example, they make quarterly payments, that they will only pay if royalties are above a certain level, but they will pay regardless of amount at the end of the year (the "catch-up" payment). This is OK and does not trigger the penalty.

Non-standard deductions to revenue: These can include the production costs of the product, art costs, marketing costs, and others. This is the tabletop industry equivalent of “Hollywood accounting,” where a project’s profits are erased through unreasonable deductions and the shifting of the publisher’s costs to the creators.

2.b, 2.c: We hesitated to include actual percentages for royalties, as situations can vary quite a bit. In the end, we felt it was important and included these ranges. However, the ranges are still favorable to publishers. The mean royalty in contracts is about 7%. We allow a royalty to be as low as 5% and still qualify. Similarly, sublicense royalties average 40% but we allow for 30% to receive full points.

2.d: If the contract covers expansions, the first three clauses apply. If the contract does not grant the publisher the right to do expansions (so they would be covered under a separate agreement), the final clause applies (7 points). While we believe it can be best for expansion terms to be settled with the agreement for the base game to make things smoother down the road, we did not want to penalize publishers or creators wishing to delay that negotiation.

Industry Performance Against the Rubric

The table below details the percentage of publishers that gained points for each of the criteria (or lost them, for the penalty category).

Criteria	% of Publishers
1. DESIGNER CONTROL OF THEIR IP	
a. Does contract end, and can you terminate for publisher inaction?	
Contract is not in perpetuity; end is a fixed date, not dependent on action such as publication. (May auto-renew with consent.)	58%
Publish-by date specified, and contract terminated if not met.	69%
Termination if royalties drop below certain level for set time (max 12 mos). (Catch-up clause OK, min $100.)	56%
Termination for breach. (Cure period OK).	60%
PICK ONE: On termination, stock may be sold for 6 months or less.	25%
PICK ONE: On termination, stock may be sold for 6 to 12 months.	38%
PICK ONE: No restriction on sale of stock after termination or > 12 months.	37%
b. Do rights fully revert?	
Clearly states all licensed rights revert to designer.	81%
Specifies mechanics *as published* revert to designer.	27%
Specifies name of game and associated trademarks revert to designer. Designer may have to pay any associated fees.	25%
c. Are there protections when rights are transferred?	
Clarity about what happens if publisher is sold or transfers license.	37%
Designer must agree in writing to transfer of license.	10%
d. Designer Credit	
Name will be on box or cover and/or rules.	92%

Criteria	% of Publishers
e. Approval of final product	
PICK ONE: Designer has final approval on art and design.	0%
PICK ONE: Designer has a specific right to final review prior to production.	38%
PICK ONE: Designer has no specific right to review.	62%
Designer has right to remove use of their name from box, rules, and marketing materials.	10%
f. Penalties: Things that shouldn't be there	
One-sided morality clauses.	6%
One-sided non-disparagement clauses.	4%
Non-compete or right of first refusal clauses that limit designer freedom to publish.	8%
Minimum royalty payment, no set time for catch-up.	6%
Publisher may charge penalties or other fees to designer.	2%
Non-standard deductions to revenue.	10%
One-sided indemnification clause.	2%
a. Is there a reasonable advance?	
PICK ONE: Non-refundable advance/kill fee of at least $1,000.	67%
PICK ONE: Advance < $1,000	13%
PICK ONE: No advance	20%
b. Is there a reasonable royalty for the game?	
Publisher uses % of publisher revenue, or % of MSRP, or a similar structure.	98%
Royalty is at least 5% of revenue or 2.5% of MSRP.	86%
c. What's the royalty for sublicenses?	
PICK ONE: Royalty on sublicensing revenue is at least 30%; or effective royalty is at least as good as for the base game.	44%
PICK ONE: Sublicensing rate 10% – 29%.	36%
PICK ONE: Sublicensing rate < 10%.	20%

Criteria	% of Publishers
d. What's the deal for EXPANSIONS?	
Designer has right of first refusal for design expansions.	60%
If same designer, same royalty or better for expansion (or a separate contract).	68%
If expansion is by a different designer, original designer still receives at least some royalty.	54%
Expansion rights not granted to publisher, to be negotiated separately.	18%
e. Payment process	
Payment timing specified, both reporting dates and timing for payment.	96%
Royalty report contents defined and include quantity, channel, and revenue.	56%
Revenue from crowdfunding will be recognized within 45 days of end of the campaign, or payment is quarterly.	54%
Designer can charge late fees or interest for late payments.	16%
Designer can audit.	64%
f. How many designer copies?	
Designer receives at least 1 case (about 6) of base game, 1 copy of expansions and foreign language versions.	88%
Designer can purchase extra copies at the wholesale rate, not for resale.	74%

Key Takeaways

- **Only two-thirds of publishers** offer a baseline advance above the TTGDA-recommended minimum of $1,000. **20% don't offer any advance at all**.

  Why is this important? The publisher should have some "skin in the game" at the start of the project. We have seen situations where the publisher doesn't pay an advance and then doesn't start on development or artwork on the game for years. An advance incentivizes the publisher to move toward publication. At least part of the advance should be non-returnable and can be considered minimum payment for the agreement, compensating the creator for tying up the work, even if the publisher ends up canceling the project.

- **40% of publishers** can make expansions **without consulting the designer**.

Why is this important? The game concept is the designer's intellectual property. The designer had a vision for the game and should have the opportunity to design any expansions or sequels, both for creative and financial reasons.

- **10% of publishers** have **unusual deductions** to revenue before calculating revenue, such as manufacturing or marketing expenses.

  Why is this important? These types of deductions are very difficult for designers to predict, track, and audit. They leave too much room for the publisher to manipulate figures and unfairly reduce royalties paid.

- **One third of publishers** do not allow designers to **audit their books**.

  Why is this important? Audits are rare, but they're an important protection. Without the right to an accounting review of the publisher's records, the designer has little recourse if they believe they are being underpaid, other than resorting to a lawsuit, which can be lengthy and costly.

- **75% of publishers** hold onto the rights to the game name, **even after the licensing agreement ends.**

  Why is this important? If the game gains any level of popularity, the designer being able to pitch the work to a new publisher under the same name will make it a much easier sale. Authors do not give up the titles to their books when they publish them, even if the publisher helped them retitle. The same should be true with game designs.

About TTGDA

The Tabletop Game Designers Association is a 501(c)(6) nonprofit organization dedicated to supporting creators of all types of tabletop games, including board games, role playing games, card games, miniature games, and others, whether mass market, specialty, or hobby.

More information about TTGDA is available at ttgda.org.

Any questions about this report should be sent to press@ttgda.org.