



BLACK SWAN AERIALS

TERMS & CONDITIONS

By booking or engaging the services of Black Swan Aerials ("we," "us," or "our"), the client ("you," or "your") acknowledges and agrees to be bound by the following Terms and Conditions in their entirety. We respectfully ask that you review these terms carefully prior to booking.

1. SERVICES PROVIDED

Black Swan Aerials offers commercial drone videography and photography services, including but not limited to real estate aerials, cinematic FPV video, community event coverage, off-roading and motorsports coverage, and wedding videography. Services are provided at the sole discretion of Black Swan Aerials, subject to safety, legal, and operational requirements.

2. FAA COMPLIANCE AND LICENSING

Black Swan Aerials operates under a valid FAA Part 107 Remote Pilot Certification and complies with all applicable federal, state, and local regulations governing unmanned aircraft systems (UAS). All flight operations are conducted within legal airspace and in accordance with FAA guidelines. Black Swan Aerials reserves the right to refuse, delay, or cancel any flight operation that would violate FAA regulations or compromise safety.

3. BOOKING AND PAYMENT

All bookings require a non-refundable 10% deposit at the time of booking to secure your date, with the remaining balance due upon completion of the shoot. Payment methods, cancellations, rescheduling, and related policies are governed by our separate Booking Policy, available at the time of booking. By scheduling a session, you agree to the terms outlined in that policy in addition to these Terms and Conditions.

4. WEATHER AND SAFETY

Drone operations are weather-dependent. Black Swan Aerials reserves the right to postpone or cancel any scheduled flight due to unsafe weather conditions, high winds, precipitation, poor visibility, airspace restrictions (including Temporary Flight Restrictions), or equipment malfunction. Client safety and regulatory compliance take precedence over scheduling. Weather-related postponements will be rescheduled at no additional cost to the client, or, at the client's request, a full refund will be issued.

5. PROPERTY ACCESS AND AIRSPACE AUTHORIZATION

Black Swan Aerials is responsible for confirming legal authorization to operate within the airspace of the scheduled property or location prior to the shoot. Black Swan Aerials will not conduct flight operations in restricted, unauthorized, or otherwise non-compliant airspace under any circumstances, and reserves the right to decline or terminate a shoot if such conditions are identified on-site.

6. DELIVERABLES

Final edited files will be delivered digitally within 5–7 business days following the shoot, unless otherwise agreed upon in writing. Raw, unedited footage is not included as part of standard packages and is available only if purchased separately as an add-on. Delivery timelines may be affected by weather rescheduling, project scope, or extenuating circumstances, and clients will be notified of any delays.

7. USAGE RIGHTS AND LICENSING

Upon full payment, the client receives a license to use delivered content for the agreed-upon purpose (e.g., marketing, personal use, real estate listings). This license does not transfer ownership or copyright of the footage. Black Swan Aerials retains all rights to the raw and edited footage and may use any content produced for portfolio, marketing, and promotional purposes, including but not limited to our website and social media, unless the client requests otherwise in writing prior to the shoot.

8. CLIENT-REQUESTED CHANGES

Any additional time, locations, or scope requested during a scheduled shoot — including extended flight time or added deliverables — will be billed at our standard hourly or add-on rate and requires client approval prior to proceeding.

9. LIMITATION OF LIABILITY

Black Swan Aerials shall not be held liable for any indirect, incidental, or consequential damages arising from the use of our services or deliverables. We are not responsible for delays or cancellations resulting from weather conditions, regulatory restrictions, third-party interference, or other circumstances beyond our reasonable control. Black Swan Aerials carries appropriate operational precautions but is not liable for property damage or injury except in cases of gross negligence on our part.

10. INDEMNIFICATION

The client agrees to indemnify and hold Black Swan Aerials harmless from any claims, damages, or liabilities arising from inaccurate location information, failure to disclose airspace restrictions or property access issues, or misuse of delivered content.

11. RIGHT TO REFUSE SERVICE

Black Swan Aerials reserves the right to refuse or terminate service to any client or at any location that presents safety concerns, legal restrictions, or conditions inconsistent with FAA regulations or these Terms and Conditions.

12. CHANGES TO THESE TERMS

Black Swan Aerials reserves the right to update or modify these Terms and Conditions at any time. Continued use of our services following any changes constitutes acceptance of the updated terms.

13. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law provisions.

14. CONTACT

For questions regarding these Terms and Conditions, please contact Black Swan Aerials directly through our booking page or provided business contact information.

By booking a session with Black Swan Aerials, the client acknowledges having read, understood, and agreed to these Terms and Conditions.

BLACK SWAN AERIALS • CINEMATIC AERIAL IMAGING • INDIANA