



# MEMORIAL SPACEFLIGHT SERVICE CONTRACT

STANDARD SERVICE CONTRACT # \_\_\_\_\_

**1.0 PARTIES.** This Memorial Spaceflight Service **Contract** ("Contract") is made between: Celestis Inc., a Texas corporation, with its principal place of business located at 2536 Amherst Suite J, Houston, Texas, 77005 ("Celestis"), and:

\_\_\_\_\_ ("Purchaser").

**2.0 CONTRACT DEFINITIONS**

- (a) "Purchaser" means the person who pays for the Services selected in this Contract and may be the Primary Contact.
- (b) "Primary Contact" means the person who signs this Contract, and is the sole contact for launch updates, and to whom the unflown balance of any Flight Sample (if applicable) shall be returned. No personal information will be provided to any other person, without the express written approval of the Primary Contact. No changes will be made to launch location other than by the Primary Contact. The Primary Contact represents to Celestis that the Primary Contact has authority to possess and dispose of the remains.
- (c) "Contract Beneficiary" means the deceased person for whom this Contract is purchased and whose Flight Sample is to be launched on a Memorial Spaceflight.
- (d) "Flight Sample" means the approximately 1 gram or more of cremated remains(as described in Section 4.0. below)
- (e) "Flight Capsule" or "Flight Module" means the individual container for the Contract Beneficiary's Flight Sample of cremated remains. Flight Capsule refers to approximately 1g of cremated remains, Flight Module refers to approximately 7g of cremated remains.
- (f) "Memorial Spaceflight" means transporting the Flight Sample into space according to the Services selected in Section 4.0 below.
- (g) "Spacecraft" means the system or device by which the Flight Capsules or Flight Modules are integrated ("Integration") to the launch vehicle.
- (h) "Integration" means the physical attachment of Flight Capsules and Flight Modules in a spacecraft on the launch vehicle. Integration generally occurs significantly in advance to the launch. After integration, under no circumstances can the Flight Sample (Flight Capsule or Flight Module) be recovered and returned to the family.

**3.0 SERVICES SELECTED.** This Contract is for the selected Celestis Services only. This Contract does not offer any funeral goods or Services that may be required at the time of death of Contract Beneficiary.

**4.0 DESCRIPTION OF SERVICES.** "Services" refers to the launch by Celestis of the Flight Sample into space according to the Services selected here below:

SERVICE SELECTION (Please check desired service)		Price
<input type="checkbox"/> <b>EARTH RISE SERVICE</b>	Approximate 1g Flight Sample will be launched on "next available" Spaceflight Mission. This Service is deemed complete upon achieving of at least sixty-two (62) miles above the Earth's surface of launch vehicle containing Flight Sample by Celestis. If available to Celestis, the flown capsule/module will be returned as is to the Primary Contact.	\$995
<input type="checkbox"/> <b>EARTH ORBIT SERVICE</b>	Approximate 1g Flight Sample will be launched into earth orbit. This Service is deemed complete upon the attainment of one orbit of the Flight Sample around the earth.	\$2,995
<input type="checkbox"/> <b>LUNA SERVICE</b>	Approximate 1g Flight Sample will be launched to the Lunar Surface. This Service is deemed complete upon the Spacecraft's initiation of the Trans-Lunar Injection Burn.	\$9,995
<input type="checkbox"/> <b>VOYAGER SERVICE</b>	Approximate 1g Flight Sample will be launched into deep space, beyond the Earth-Moon system. This Service is deemed complete upon the Spacecraft's initiation of the Exo-Orbital Injection Burn.	\$12,500

OPTIONS		Price
<input type="checkbox"/> <b>Gemini</b>	Approximate 2g co-mingled Flight Samples of two Contract Beneficiaries will be launched on any of the above-mentioned services.	+50%
<input type="checkbox"/> <b>Flight Module</b>	Approximate 7g Flight Sample will be launched on any of the above-mentioned services.	+100%

**Multiple Flights**  
 Select an additional flight at 50% off the service of lesser value from the following options:  
 EARTH RISE SERVICE FLIGHT CAPSULE (REGULAR PRICE \$995) 50% off equals \$497.50  
 EARTH ORBIT SERVICE FLIGHT CAPSULE (REGULAR PRICE \$2,995) 50% off equals \$1,497.50

**SERVICE CONTRACT PRICE** (fill in the amount): \$ \_\_\_\_\_  
**Processing Fee (non-refundable):** \$ 95.00  
**TOTAL AMOUNT DUE** (fill in the amount): \$ \_\_\_\_\_

**Glossary:**

*Earth Rise Spaceflight Mission* – A brief spaceflight where the Spacecraft flies into space and returns to Earth without having orbited Earth.

*Earth Orbit* – A satellite is said to have orbited Earth when it has completed at least one full revolution around Earth while the satellite is in space.

*Lunar Surface* – The surface of the Moon.

*Earth-Moon System* – The planet Earth and the Moon, considered as one entity consisting of two planetary bodies bound together by gravity. The Earth-Moon System as a whole has a gravitational field that affects the trajectory of physical objects (such as the Spacecraft) traveling through space near the Earth-Moon System. The Spacecraft will have escaped this gravitational field once it travels fast enough and far enough away from the Earth-Moon System such that the Spacecraft will not be drawn back to the system by the force of gravity.

*Trans-Lunar Injection Burn* – An orbital maneuver used to place the Spacecraft on a trajectory towards the Moon.

*Exo-Orbital Injection Burn* – An orbital maneuver used to place the Spacecraft on a trajectory away from Earth orbit.

**4.1 Standard.** *Earth Rise Service, Earth Orbit Service, Luna Service, and Voyager Service* include:

- (a) The launch of the Flight Sample on the Memorial Spaceflight selected.
- (b) Name of the Contract Beneficiary and a personal message imprinted on a recording medium or device placed inside the Spacecraft. With the Flight Module Option, the Name of Contract Beneficiary and a personal message is imprinted directly on the Flight Module.
- (c) Invitations to the Memorial Service events for family and friends if available.

PLEASE NOTE: Attendance at the launch is subject to launch site and launch provider approval. In general, launch attendance is available, but can be restricted by circumstances beyond Celestis' control.

- (d) Professional video record of the launch and associated events.
- (e) Dedicated virtual memorial of the deceased on the Web site at: [www.Celestis.com](http://www.Celestis.com)
- (f) Memorial Spaceflight Certificate attesting to the completion of launch of Memorial Spaceflight.
- (g) Mission Completion Performance assurance (see CONTRACT SPECIFICS below).

**4.2 Optional.** The following can be purchased at additional cost if requested in writing and if available on the launch:

- (a) Memorial Spaceflight Plaque with Flight Capsule/Module replica and launch photo, Flight patch, and Flight pin.
- (b) Framed Memorial Spaceflight Certificate;
- (c) Land/sea scattering near launch site of any un-launched balance of the Flight Sample received and accepted by Celestis, with a certificate of completion.
- (d) Transportation to launch viewing site activities where available.

**4.3 No Other Services.** Any other services not specified in 4.1 and 4.2, including but not limited to travel to the launch, launch lodging and meals are the responsibility of attendees.

**5.0 CONTRACT SPECIFICS**

**5.1 Timing & Cancellation.** Celestis shall perform the Memorial Spaceflight on its next available mission, within two (2) years of the date of this Contract for Earth Orbit Service and Earth Rise Service, and within five (5) years for Luna Service and Voyager Service. Purchaser may, upon written request to Celestis, cancel this Contract under certain limited circumstances, and may be entitled to a refund as follows:

- (a) **If The Purchaser cancels this Contract WITHIN 30 days**, Celestis will refund 100% of the **SERVICE CONTRACT PRICE** paid by Purchaser; under all circumstances, Processing fees are nonrefundable. Or:
- (b) **If The Purchaser cancels this Contract AFTER 30 days and if there has not been an intentional ignition on a qualifying Memorial Spaceflight within 2 years for Earth Rise Service and Earth Orbit Service, and 5 years for Luna Service and Voyager Service**, Celestis will refund 90% of the **SERVICE CONTRACT PRICE** paid by Purchaser; under all circumstances, Processing fees are nonrefundable.

**5.2 Mission Completion.** The Memorial Spaceflight is deemed complete upon the Spacecraft achieving of at least sixty-two (62) miles above the Earth's surface of launch vehicle containing the Flight Sample (for Earth Rise Service), upon the attainment of one orbit of the Flight Sample around the earth (for Earth Orbit Service), upon the Spacecraft's initiation of the Trans-Lunar Injection Burn (Lunar Service), or upon the Spacecraft's initiation of the Exo-Orbital Injection Burn (Voyager Service). Mission Completion for all Services is certified by relevant launch service providers.

**5.3 Mission Failure and Re-flight Option.** If, after the first launch attempt, the Memorial Spaceflight is deemed not to be complete (as described in Section 5.2 above), Purchaser of the **Standard Service** shall have the option to have the second Flight Sample on the next scheduled Memorial Spaceflight of a similar mission arranged by Celestis on a priority basis.

**5.4 Limitation of Remedies; Liquidated Damages.** Purchaser agrees that in the event that Celestis fails to complete the mission as defined above, determining the amount of damages, if any, will be difficult and impractical so the liability of Celestis is limited to an amount equal to that actually paid to Celestis pursuant to this Contract, as Liquidated Damages. Celestis makes no warranty that the launch of the Flight Sample will take place on any particular date. Celestis

makes no warranty that once launched, the mission will be completed. Celestis makes no warranty that, as applicable (depending on the service chosen), there will be: launch vehicle ignition, rocket lift off, spacecraft attainment of at least sixty-two (62) miles above the Earth's surface, or that the spacecraft will remain in orbit for any particular length of time, or initiation of the Trans-Lunar Injection Burn, or that burn will successfully take the spacecraft to its intended destination, or initiation of the Exo-Orbital Injection Burn. Celestis specifically disclaims any such warranties.

**5.5 Governing Law, Venue, and Jurisdiction.** Purchaser acknowledges and agrees that this Contract is performable in Houston, Texas, and that the laws of the State of Texas, without giving effect to its principles of conflicts of law, shall apply to any lawsuit or other proceeding arising out of this Contract on the Services described herein other than its choice law provisions. Purchaser also agrees that by signature on this Contract, Purchaser is submitting to the exclusive jurisdiction of the courts of the State of Texas for any lawsuit arising out of this Contract or the Services provided herein. This Contract, together with the Memorial Spaceflight Documentation and the Sampling Procedures, contains the entire agreement between Celestis and the Purchaser and cannot be modified except by written supplement hereto. This Contract shall be binding upon the successors, assigns, beneficiaries, heirs, and legal representatives of the parties hereto.

**5.6 Disclosures (PLEASE READ CAREFULLY).**

(a) I hereby affirm that I have been well advised and thoroughly informed about the inherent hazards of launching human remains into space by using an expendable launch vehicle. I am aware of the risk of launch failure. If the launch vehicle flies outside of its flight pattern, a launch official may have the authority to destroy the launch vehicle. If such a launch failure occurs, the remains will not reach the final destination, but rather will be scattered along with the remnants of the launch vehicle over some portion of the flight path.

(b) I recognize that if the launch is successful, and the spacecraft achieves its intended destination, it will not stay there forever: (i) Earth Rise Service – the Spacecraft may not return to Earth and land safely; (ii) Earth Orbit Service - orbit will decay, and the Spacecraft will fall back through Earth's atmosphere and be destroyed.

(c) I also recognize that Celestis cannot guarantee any particular launch date. The launch of the Spacecraft can be delayed, even at the last minute, for any number of reasons, including weather. I also recognize that the government of the United States or other relevant jurisdiction has the authority to decide whether to permit a particular launch.

**5.7 Disclaimer.** CELESTIS SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY TYPE, SPECIFICALLY WITHOUT LIMITING THE FOREGOING, CELESTIS DISCLAIMS ANY WARRANTY OF SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**5.8 Release & Indemnity.**

(a) I UNDERSTAND AND AGREE THAT THE BENEFICIARIES OF THIS RELEASE (RELEASEES) ARE (1) CELESTIS INC., A TEXAS CORPORATION, AND ITS OFFICERS, EMPLOYEES, AND AGENTS AND (2) THE COMPANY(S) OR ORGANIZATION(S) PROVIDING THE LAUNCH VEHICLE AND/OR SPACECRAFT USED TO PLACE THE REMAINS IN TO SPACE (HEREINAFTER THE "LAUNCH SERVICES PROVIDER(S)" OR "LSP." I HEREBY RELEASE AND DISCHARGE THE RELEASEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND OR CHARACTER INCLUDING WITHOUT LIMITATION, ANY CLAIM FOR BODILY INJURY, MENTAL ANGUISH, OR DAMAGE TO PROPERTY- WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY OR PARTIES – ARISING OUT OF OR IN CONNECTION WITH THE SERVICES UNDER THIS CONTRACT WHETHER IN FAVOR OF ME OR ANY FAMILY MEMBER BECAUSE OF BODILY INJURY. I UNDERSTAND THAT THIS RELEASE DOES NOT AFFECT OR WAIVE ANY RIGHTS THAT I POSSESS AS SET FORTH IN THE CONTRACT THAT I HAVE ENTERED INTO CONTEMPORANEOUSLY WITH CELESTIS INC.

(b) I AGREE TO PROTECT, DEFEND, INDEMNIFY, AND SAVE THE RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND OR CHARACTER INCLUDING WITHOUT LIMITATION, ANY CLAIM FOR BODILY INJURY, MENTAL ANGUISH, OR DAMAGE TO PROPERTY – WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY OR PARTIES – ARISING OF OR IN CONNECTION WITH THE SERVICES UNDER THIS CONTRACT WHETHER IN FAVOR OF ME OR ANY FAMILY MEMBER. I UNDERSTAND THAT THIS RELEASE DOES NOT AFFECT OR WAIVE ANY RIGHTS THAT I POSSESS AS SET FORTH IN THE CONTRACT THAT I HAVE ENTERED INTO CONTEMPORANEOUSLY WITH CELESTIS INC.

(c) I HAVE FULLY INFORMED MYSELF ABOUT THE CONTENTS OF THIS RELEASE BY READING IT BEFORE SIGNING THE CONTRACT.

**6.0 PRIMARY CONTACT INFORMATION** (please print)

.....  
Printed Name

.....  
Address

.....  
Address

.....  
City State Postal Code/Zip Code

.....  
Country

.....  
Evening Phone Number (please include the area code) Day Phone Number (please include the area code)

.....  
Email address

.....  
Alternative Email address

**7.0 CONTRACT BENEFICIARY**

Name of Deceased His/Her Relation to Primary Contact

**8.0 PAYMENT METHOD** (There is no sales tax charged on any of the Memorial Spaceflight Services)

- Paying By Check: Please make check payable to **Celestis Inc.** and mail to Celestis Inc. 2536 Amherst Suite J, Houston, Texas 77005, U.S.A.
 Paying by Credit or Debit Card (type):  VISA  AMEX  MasterCard  Discover Card

Name as it appears on the credit card (please print)

Credit card number Expiration date

Billing Address

City State Postal Code/Zip Code

Country

Signature Date

**9.0 CONTRACT DATE.** This Contract is effective on the date signed by Celestis, Inc., below.

**10.0 MEMORIAL SPACEFLIGHT DOCUMENTATION.** Primary Contact must complete and return to Celestis the Memorial Spaceflight Documentation Form included in the Flight Sampling Kit, together with the Flight Sampling kit. The Flight Sampling Kit will be mailed to the Primary Contact upon receipt of signed contract.

**11.0 SIGNATURES**

I hereby agree to contact Celestis Inc with any contact information updates or changes. The Primary Contact is the only representative who can obtain personal information and launch updates directly from Celestis. It is the responsibility of the Primary Contact to inform and forward all information concerning launch and all other pertaining matters to secondary contacts (all other family members and friends). Primary Contact has an affirmative responsibility to provide new contact information to Celestis in writing.

**PRIMARY CONTACT**

**Celestis, Inc.**

Signature Date (MM/DD/YY)

Signature Charles M. Chafer / CEO

Printed Name

Printed Name/Title

Street Address

Celestis, Inc. 2536 Amherst Suite J Houston, Texas 77005 U.S.A.

Street Address

Ph: +1.713.524.2568 Fax: +1.281.971.4019, or +1.713.527.7149

City, State, Postal/Zip Code

Evening: Daytime:

Phone Number(s) evening and daytime (please include area code)

Email address

Alternative Email address

You can fax this signed Contract to: 1.281.971.4019 or 1.713.527.7149, or mail it to Celestis Inc. 2536 Amherst Suite J, Houston, Texas 77005, U.S.A. We will process the order and mail you a copy of the final document. For assistance, please call us toll free at 1.866.776.2538, or 1.713.524.2568.

Thank you for your interest in our Memorial Spaceflight Services.