



MEMORIAL SPACEFLIGHT SERVICE CONTRACT

PREFERRED 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 PO Box 66784, Houston, Texas, 77266-6784 ("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 Earth Rise Flight Capsule (if available) 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 human 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 3g 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.
- (i) "Preferred" means an enhanced version of the Celestis Memorial Spaceflight, more fully described in Section 4.1.
- (j) Distributor – authorized distributor of Celestis Memorial Spaceflights.

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"/> EARTH RISE SERVICE Approximate 1g Flight Sample of one Contract Beneficiary will be launched on a preferred basis on a Spaceflight Mission. This Service is deemed complete upon recovery of Beneficiary Flight Sample of cremated remains by Celestis. Upon service completion, the flown Flight Capsule/Module will be returned to the Primary Contact as is.	\$1,495
<input type="checkbox"/> EARTH ORBIT SERVICE Approximate 1g Flight Sample of one Contract Beneficiary will be launched on a preferred basis into earth orbit. This Service is deemed complete upon the attainment of one orbit of the Flight Sample around the Earth.	\$6,995
<input type="checkbox"/> LUNA SERVICE Approximate 1g Flight Sample of one Contract Beneficiary will be launched on a preferred basis to the Lunar Surface. This Service is deemed complete upon completion of a successful Trans-Lunar Injection Burn and placement into Lunar Orbit or Lunar impact.	\$19,995
<input type="checkbox"/> VOYAGER SERVICE Approximate 1g Flight Sample of one Contract Beneficiary will be launched on a preferred basis into deep space, beyond the Earth-Moon system. This Service is deemed complete upon completion of a successful Exo-Orbital Injection Burn and insertion of the Spacecraft beyond the Earth-Moon system.	\$19,995

OPTIONS	Price
<input type="checkbox"/> Gemini Approximate 2g co-mingled Flight Samples of two Contract Beneficiaries will be launched on any of the above-mentioned services.	+50%
<input type="checkbox"/> Flight Module Approximate 3g Flight Sample will be launched on any of the above-mentioned services.	+100%
<input type="checkbox"/> Multiple Flights Select an additional flight at 50% off the service of lesser value	

SERVICE CONTRACT PRICE (fill in the amount): \$ _____

Processing Fee (non-refundable):

\$195 for credit card and wire payments; \$95 for cash, check or money order \$ _____

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 Impact – The physical landing of the Spacecraft on, or collision with, the Moon’s surface.

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 Preferred Services. *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) Preferred launch site – A launch location chosen by a client from a list – provided by Celestis – of possible launch locations.
- (c) 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.
- (d) 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.
- (e) Professional footage of the launch and associated events.
- (f) Dedicated virtual memorial of the deceased on the Web site at: www.Celestis.com.
- (g) Memorial Spaceflight Certificate attesting to the completion of launch of Memorial Spaceflight.
- (h) Mission Completion Performance assurance (see CONTRACT SPECIFICS below).
- (i) Memorial Spaceflight Plaque with Flight Capsule/Module replica and launch photo, Flight patch, and Flight pin.
- (j) 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.
- (k) Transportation for 1-4 guests of Primary Contact for the Preferred Flight service to launch viewing site activities, where available.

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

5.0 CONTRACT SPECIFICS

5.1.. PRICE GUARANTEE. Seller agrees that it will provide only the services described herein, subject to receipt of payment of the Total Amount Due, as specified on this Agreement. This is a guaranteed agreement, according to which Seller may not increase the price of any services to be rendered or delivered hereunder regardless of future price increases.

5.2. SEVERABILITY. If any portion of this Agreement is determined to be invalid, void or unenforceable, the remainder of the Agreement will remain in full force and effect and will not be impaired or invalidated.

5.3. FUNDS. Total amount due per Section 4.0 is due in full at Contract Date. 40% of Service Contract Price (“Earned Deposit”) is earned by Celestis at the time funds are received from Purchaser, and cover Celestis costs related to marketing, management, insurance, flight deposit, overhead, general business expenses, etc. Earned Deposit is non-refundable.

All amounts received by Celestis under this Contract in excess of 40% of the Service Contract Price (“Trust Deposit”) shall be deposited in a Grantor Trust account together with funds of other purchasers but accounted for separately. Deposits to trust will be made within 30 days of receipt by Celestis. Celestis shall retain any income generated in trust.

Celestis may only withdraw the funds for the following reasons:

- (a) To return funds to Purchaser pursuant to Section 5.4, or
- (b) To pay Celestis all trust funds on deposit, together with earnings on these funds, upon Mission Completion, as defined in Section 5.5.

5.4 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) **CANCELLATION BY PURCHASER DUE TO FLIGHT DELAY**

If there has not been an intentional ignition on a qualifying Memorial Spaceflight within **2 years** of receipt by Celestis of Flight Sample for Earth Rise Service and Earth Orbit Service, or within **5 years** of receipt by Celestis of Flight Sample for Luna Service and Voyager Service, Purchaser, upon written request to cancel this Contract due to flight delay, shall be entitled to a refund of Trust Deposit **MAXIMUM CUSTOMER REFUND IS 60% OF SERVICE CONTRACT PRICE IF FULL SERVICE CONTRACT PRICE was paid. PROCESSING FEES AND EARNED DEPOSITS ARE NON-REFUNDABLE (please check box below).**

(c) I certify that I have read and understand the Timing and Cancellation Policy above.

5.5 Mission Completion. The Memorial Spaceflight is deemed complete upon recovery of Beneficiary Flight Sample by Celestis (for Earth Rise Service), upon the attainment of one orbit of the Flight Sample around the earth (for Earth Orbit Service), upon completion of a successful Trans-Lunar Injection Burn and placement into Lunar Orbit or Lunar impact (Lunar Service), or upon completion of a successful Exo-Orbital Injection Burn and insertion of the Spacecraft beyond the Earth-Moon system (Voyager Service). Mission Completion for all Services is certified by relevant launch service providers.

5.6 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 5.5 above), Purchaser of the **Preferred 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. If the mission on the second attempt is also deemed not complete, Purchaser of the **Preferred Service** shall be entitled to provide an additional Flight Sample for flight on the next-scheduled launch of a similar mission arranged by Celestis. **This "re-flight option" shall be available until Celestis has successfully completed the mission, regardless of the number of launch attempts, provided that sufficient Flight Sample is provided by Purchaser to Celestis.**

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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/Province Zip Code/Postal 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.**, PO Box 66784, Houston, Texas 77266-6784, 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/Province Zip Code /Postal 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. The Flight Sampling Kit containing the Memorial Spaceflight Documentation will be mailed to the Primary Contact upon receipt of signed contract. 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 within 60-90 days prior to the Integration Date on an appropriate upcoming launch. Mailing the Flight Sampling Kit to Celestis is the responsibility of the Purchaser.

11.0 Flight Sampling Kit (please check boxes below).

I certify that, to the best of my knowledge, the cremated remains contained in the Flight Sampling kit are the bona fide and sole human cremated remains of the participant named on this contract, and have not been at any time commingled with any other form of ash.

I agree to return the Flight Sampling Kit including the Memorial Spaceflight Documentation to Celestis by the deadline that Celestis will provide to me. By signing this contract you agree that if you miss this deadline, you will be flown on the next flight.

Celestis can estimate, but cannot guarantee any specific launch date. All Flight Samples received by Celestis will be integrated onto the projected launch vehicle, and after that date ("Integration Deadline"), further Flight Sampling Kits will be launched on the following launch. Celestis will provide its best estimate of Integration Deadlines, but Purchaser acknowledges that Integration Deadlines and Launch Dates are set by the Launch Provider and subject to many factors,

including weather, launch site schedules, other payloads, other launches, technological anomalies before and during the launch sequence, and occasional failure of launch vehicles and satellites to achieve intended destination, and are outside the control of Celestis.

12.0 Non-Disclosure. I understand that Celestis' ability to provide this service is governed in part by agreements binding Celestis, and that those agreements often include restrictions on publicity. Should media contact me before the flight information is declared official, I agree not to be interviewed until such information is approved for disclosure in writing by Celestis Inc.

13.0 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. If the Primary Contact is a Distributor, the provider of remains with Power of Attorney should sign the Contract.

PURCHASER

Celestis, Inc.

Signature Date (MM/DD/YY)

Signature
Charles M. Chafer / CEO

Printed Name

Printed Name/Title

Street Address

Celestis, Inc.
PO Box 66784
Houston, Texas 77266-6784
U.S.A.
Ph/Fax: +1.281.971.4019

Street Address

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 mail it to **Celestis Inc.**, PO Box 66784, Houston, Texas 77266-6784, 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 1.281.971.4019.**

Thank you for your interest in our Memorial Spaceflight Services.