



Celestis Pets Memorial Spaceflight

Service Contract # _____

1.0 PARTIES

This Service Contract ("Contract") is made between Celestis, Inc., a Texas corporation with its principal place of business 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 in this Contract;
- b) "Primary Contact" means the person who signs this Contract. No personal information or launch updates or changes will be provided to any other person without the written approval of the Primary Contact. The Primary Contact represents to Celestis that they have legal authority to possess and dispose of the remains, and will receive the unflown balance of any remains when applicable;
- c) "Contract Beneficiary" means the deceased dog, cat, or other animal agreed in writing by Celestis for which this Contract is purchased and whose remains are to be launched on a Memorial Spaceflight;
- d) "Flight Sample" means the approximately one (1) gram of cremated remains as described in Section 4.0 below;
- e) "Flight Capsule" means the container for the Contract Beneficiary's Flight Sample;
- f) "Memorial Spaceflight" means transporting the Flight Sample into space according to the Services selected in Section 4.0 below;
- g) "Spacecraft" means the device by which the Flight Capsules are integrated to the launch vehicle;
- h) "Integration" means the physical attachment of Flight Capsules in a spacecraft on the launch vehicle, generally occurring significantly in advance of launch. After integration, the Flight Capsule cannot be recovered and/or returned to the family.
- i) "Distributor" means a third party responsible for the sale of a Service Contract to the Purchaser.

3.0 SERVICES SELECTED

This Contract is for the selected Celestis Pets Services only. This Contract does not offer any funeral goods or Services that may be required.

SERVICES (Please check desired service)		Price
<input type="checkbox"/> Earth Rise	Flight Sample will be launched to space and back without having orbited the Earth. This Service is deemed complete upon the Flight Capsule reaching at least sixty-two (62) miles above the Earth's surface. If available to Celestis, the capsule will be returned as is to the Purchaser.	\$995
<input type="checkbox"/> Earth Orbit	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 while in space.	\$4,995
<input type="checkbox"/> Luna	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.	\$12,500
<input type="checkbox"/> Voyager	Flight Sample will be launched to 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

Service Contract Price	\$
Processing Fee (\$95, non-refundable)	\$ 95
Total Amount Due	\$

3.1 Standard Earth Rise, Earth Orbit, Luna, and Voyager include:

- a) The launch of the Flight Sample on the Spaceflight;
- b) Invitations to launch events as available. Attendance at the launch is subject to launch site and launch provider approval;
- c) Picture and name of Contract Beneficiary on the website www.celestispets.com;
- d) Digital Memorial Spaceflight Certificate attesting to the completion of the Spaceflight;
- e) If available to Celestis, return of the flown Flight Capsule to Purchaser after a successful launch.

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

- a) Professional video record of the launch and associated events;
- b) Framed Memorial Spaceflight Certificate;
- c) Memorial Spaceflight Plaque with Flight Capsule replica, launch photo, Flight patch, and Flight pin;
- d) Dedicated memorial for Contract Beneficiary on the website www.celestispets.com;
- e) Ash scattering of any unflown balance of Flight Sample with a certificate of completion;
- f) Transportation to launch viewing site activities where available.

3.3 No Other Services

Any other services not specified in 3.1 and 3.2, including but not limited to travel to the launch, lodging, and meals are the responsibility of attendees.

4.0 CONTRACT SPECIFICS

4.1 Timing & Cancellation

Celestis shall perform the Spaceflight on its next available mission, within two (2) years of the date of this Contract for Earth Rise and Earth Orbit, or within five (5) years for Luna and Voyager. Upon written request to Celestis, the Purchaser may 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 two (2) years of the date of this Contract for Earth Rise and Earth Orbit, or within five (5) years for Luna and Voyager**, Celestis will refund 90% of the **SERVICE CONTRACT PRICE** paid by Purchaser, under all circumstances. Processing fees are nonrefundable.

4.2 Documentation

The Purchaser 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 Purchaser upon receipt of signed contract.

4.3 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.

4.4 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 5.3 above), the Purchaser shall have the option to have the second Flight Sample on the next scheduled Memorial Spaceflight of a similar mission arranged by Celestis.

4.5 Limitation of Remedies and 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.

4.6 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, the 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.

4.7 Disclosures (PLEASE READ CAREFULLY)

- a) I affirm that I have been advised about the inherent hazards of launching cremated remains into space. 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.
- b) I certify that, to the best of my knowledge, the cremated remains contained in the Flight Sampling kit are the bona fide and sole cremated remains of the participant and species named on this contract;
- c) I agree to return the Flight Sampling Kit and Memorial Spaceflight Documentation to Celestis by the deadline provided to me;
- d) I understand that all Flight Samples received by Celestis before the Integration deadline will be integrated onto the projected launch vehicle. After the Integration deadline, Flight Samples will be launched on the following launch.
- e) I acknowledge that Integration Deadlines and Launch Dates are set by the Launch Provider and subject to many factors outside the control of Celestis, possibly resulting in delay. 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;
- f) I recognize the following: (i) Earth Rise Service – the Spacecraft may not return to Earth and land safely; (ii) Earth Orbit Service – the Spacecraft orbit will decay and fall back through Earth's atmosphere and be destroyed.

4.8 Disclaimer

Celestis makes no warranty that the Flight Sample will launch on any particular date. Once launched, Celestis makes no warranty that the mission will be completed nor that there will be: launch vehicle ignition, liftoff, Spacecraft attainment of at least sixty-two (62) miles above the Earth's surface, that the Spacecraft will remain in orbit for any particular length of time, initiation of the Trans-Lunar Injection Burn nor that it will successfully take the spacecraft to its intended destination, nor initiation of the Exo-Orbital Injection Burn. 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.

4.9 Release & Indemnity

- a) I understand that the beneficiaries of this release 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 into space.
- b) I release and agree to protect, defend, indemnify, and save 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(s) thereof or the negligence of any party(s) – arising out 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;
- c) I have fully informed myself about the contents of this release before signing the Contract.

5.0 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 in writing by Celestis.

6.0 PRIMARY CONTACT INFORMATION

I hereby agree to contact Celestis in writing with any changes.

Printed Name

Address

City

State/Province

Country

Postal Code

Phone Number (xxx) xxx-xxxx

Email Address

7.0 CONTRACT BENEFICIARY

Name of Pet

Species (e.g. cat, dog, etc.)

8.0 SIGNATURES

If the Primary Contact is a Distributor, the provider of remains with Power of Attorney should sign the Contract. This Contract is effective on the date signed by Celestis below.

Primary Contact Signature

Date

Celestis Signature

Charles M Chafer

Chief Executive Officer, Celestis, Inc.

Contract Date

Please scan and email this signed contract to info@celestispets.com, fax to 1.281.971.4019 or 1.713.527.7149 or mail 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 1.713.524.2568 or toll free at 1.866.776.2538.

Thank you for your interest in Celestis Pets Memorial Spaceflights.