

UPTEMPOAIR

Consignment Information & Agreement

Thank you for your interest in consigning your goods with UpTempoAir.

Here's how it works:

First and foremost - Any consignor that ships UTA (knowingly or unknowingly) any shoes/apparel that is not made by the original NIKE manufacture (FAKES/VARIANTS), will not be sold or returned. They will be destroyed by UTA and disposed of immediately – just don't do it.

- Fill out the inventory form included at the end of this document
- Fill out and sign the UTA consignment agreement
- Package your item/s - Please make sure you pack your items well and include the signed agreement, the inventory form, and a money order or cashiers check for \$20 (sending cash is always acceptable, however, we are not responsible for missing cash)
- Shipping your Item – Because you are issued a tracking number and an option for insurance, UTA recommends shipping UPS (United Parcel Service), “the little brown truck.” To find a UPS Store near you, visit www.ups.com
 - Ship your shoes to:
UpTempoAir – Consignments
12777 Abbey Rd STE C
Cleveland, OH 44133
- Once we have received your shoes, we will process your item/s – All items will be posted on our website www.uptempoair.com with in 48 hours
- Your item/s will appear on the homepage for at least 24 hours during the selling period – UTA will place the shoe on the site where it deems most appropriate at all other times during the selling period. You will be emailed a link to your shoe, indicating it's location on the site when posted
- Once your item sells, you will be notified and given the details of the transaction and the final amount owed to you by UTA
- Getting your money – UTA has 14 days to process the rest of the transaction, i.e. receiving payment from buyer, etc. You can select to be paid by one of the following options
 - Instant transfer of funds to a PayPal account
 - Check by mail

If you have any questions, please feel free to email us at SellMyShoes@UpTempoAir.com

UPTEMPOAIR_{SLDL}, LLC. - Consignors Agreement

This Consignment Agreement, by and between UPTEMPOAIR, an Ohio Company, hereinafter referred to as "UTA", and _____(Print your name), of _____(Print your City & State), hereinafter referred to as "Consignor", Therefore, the Parties agree:

That UTA agrees with Consignor to take Consignor's goods on consignment to attempt to sell such (indicated on the attached Consignment Inventory form) goods for Consignor on the website known as www.uptempoair.com and

That Consignor agrees to place such goods with UTA pursuant to the terms and conditions of this Agreement, and

That in consideration of the above named premises and the following promises and other good and valuable consideration as is hereinafter recited, the parties further agree as follows:

Please initial each line in the contract in the space provided.

1. _____ Consigned items must be in NEW condition free from any defects. All shoes/apparel presented for consignment must be odor free, clean, and ready for shipment to the buyer. UTA reserves the right to refuse items that are deemed to be unmarketable, as determined by UTA, for reasons including, but not limited to designer, style, size, asking price, etc. (Items deemed unmarketable will be returned to the Consignor at their expense.)

2. _____ Any consignor that ships UTA (knowingly or unknowingly) any shoes/apparel that is not made by the original NIKE manufacture (FAKES/VARIANTS), will not be sold or returned. They will be destroyed by UTA and disposed of immediately – just don't do it.

3. _____ The shoes are shipped to UTA CONSIGNMENTS, 8183 Stratford Dr Suite 604, Cleveland, OH 44133 at the Consignors expense, along with a signed agreement, and deposit of \$20.00 (applied towards fees if item sells) in the form of cashiers check or money order. UTA is not responsible and will not be held liable for CASH sent in the shipment – send cash at your own risk.

4. _____ The length of the consignment for all items shall be one month beginning the day the items are listed unless otherwise negotiated. If the consignor requests to have the shoes sent back before the agreement period expires or the items are sold, the consignor will be responsible for shipping charges back and the deposit is forfeited.

5. _____ The Consignor will receive 78% of the selling price.

6. _____ All items consigned will remain in the possession of UTA for the duration of the consignment period. There will be a re-listing fee of \$25, payable by the consignor, for any items that are returned to the consignor before the end of the consignment period and then re-consigned to UTA.

7. _____ Payments will be made to the consignor with in 2 weeks of selling date.

8. _____ Items shipped to UTA for consignment will be stored in a climate controlled, secured area with insurance coverage in the event of theft, fire, or flood.

9. _____ OPTIONS AFTER ONE MONTH: Unsold items may continue to be held for sale to the Consignors' credit, as outlined above. Items may be returned to the consignor at their expense. After the period of one month the Consignor will be responsible for contacting UTA. At that time the consignor will have the option to extend this Agreement, or have the item returned to them. If the item shipped back to the consignor, the deposit is then forfeited and UTA will responsible for the shipment via UPS ground to the consignor. All future consignments made by the Consignor will be subject to the terms of this Agreement. UTA reserves the right to amend the terms of this agreement by providing notices of at least fifteen (15) days in advance of any changes.

10. _____ This Agreement shall be governed by the laws of the State of Ohio. For purposes of enforcement and interpretation, jurisdiction and venue are to be in Cuyahoga County, Ohio, and all parties hereto expressly waive any and all defenses related to nomination of Cuyahoga County, Ohio as proper venue and jurisdiction. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No amendment of this agreement shall be effective unless made in writing and signed by both parties.

W I T N E S S E T H this the _____ day of _____ 2001.

UpTempoAir:

By: _____

Title: _____

CONSIGNOR:

Signature

Name Printed

Date

Address

City, State

Zip

Phone & Fax

E-Mail

*Please print a copy of this agreement, please sign and date the copy and include it with your items. We suggest that you retain a copy of the contract for yourself for future reference.

UTA will fax back or mail the signed agreement once received.

Consignors Inventory Form

QTY	PRODUCT DESCRIPTION	NIKE MODEL NUMBER	SIZE	SELLING PRICE

I, _____ hereby give UpTempoAir permission to sell the above items on the website www.uptempoair.com for the prices listed that have been set by myself, and agree to the terms and conditions of the Consignors Agreement

Signature

Date

Thank You!