



## Consignment Terms and Conditions

1. The Seller earns 85% of the proceeds from the sale of Seller's items; Sneaker Pawn takes a 15% commission.
2. All items must be delivered by Seller to our store location before being listed.
3. The decision to accept any item on consignment is solely in SP discretion. SP will confirm authenticity before any item is listed for sale.
4. SP will appraise, or have appraised, each item provided to SP. We will not list for sale any item with an original retail value of less than \$130. SP only lists for sale certain brands of items, so we advise you to check our website to make sure what you bring us complies with our requirements. Any items not listed for sale will be returned to Seller.
5. SP has full pricing authority. Prices are set with the understanding that it is beneficial for both the Seller and SP to get the highest price.
6. Price reductions will be at the discretion of SP. Any item valued at \$1,000 & above is eligible for a sale price threshold, allowing the Seller to request that SP not price such item below a certain amount. SP will honor this request in its reasonable discretion.
7. \_\_\_\_\_ SP has the right to perform a light cleaning of your item to maximize the selling price.
8. By accepting an item from Seller on consignment, SP will make every reasonable effort to maintain the item in clean, merchantable condition.
9. You will be notified throughout the consignment process via email when your item is received & sold.
10. Upon the sale of your item SP will issue a check or money order for your portion of the proceeds. Checks are issued on a weekly basis.
11. All items will be in SP possession for 60 days, and will not be returned to seller before the end of that term. Items that do not sell within 60 days will be returned to Seller.
12. \_\_\_\_\_ Seller cannot retrieve their item until the full 60 day process is over.
13. SP reserves the right to cancel this agreement at any time and return any item to Seller.
14. Any items received by SP that do not accurately match descriptions or are found to be inauthentic will be returned to Seller.
15. SP will be responsible for all credit card processing fees, and will collect and remit applicable sales tax.
16. All Sellers must be at least 18 years of age and may be required to present valid ID or other proof of age at the time items are consigned.

17. All Sellers represent they have the right to sell the item.
18. If any provision of these terms should later be deemed to be invalid or unenforceable, the balance of these terms shall remain in full force and effect. Seller hereby agrees to the terms and conditions set forth on <http://www.sneakerpawnusa.com/termsandconditions>, and such terms and conditions are hereby incorporated into these terms and conditions to the extent applicable.
19. SP liability under these terms is limited to direct, objectively measurable damages. SP will not be liable for any indirect or speculative damages (including, without limiting the foregoing, consequential, incidental, punitive or special damages) regardless of whether SP has advance notice of the possibility of any such damages. Notwithstanding anything to the contrary contained herein, SP total liability to Seller under these terms will not exceed the amount of SP appraisal of Seller's item.
20. Any disputes arising out of these terms, or the relationship created hereunder, shall be governed by and subject to the laws of the State. The exclusive jurisdiction and venue of any action arising out of or related to these terms will be either the state or federal courts in New York City, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts

Signature \_\_\_\_\_ Date \_\_\_\_\_