

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported) September 7, 2010**

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**URBAN OUTFITTERS, INC.**

(Exact Name of Registrant as Specified in its Charter)

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**Pennsylvania**  
(State or other jurisdiction  
of incorporation)

**000-22754**  
(Commission  
File Number)

**23-2003332**  
(IRS Employer  
Identification No.)

**5000 South Broad St, Philadelphia PA**  
(Address of principal executive offices)

**19112-1495**  
(Zip Code)

**Registrant's telephone number, including area code (215) 454-5500**

**N/A**  
(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4))

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**Item 8.01. Other Events**

Attached hereto as Exhibit 99.1 is a form of performance stock unit agreement to be used in connection with performance stock unit grants to the Company's employees, executive officers and non-employee directors under the Urban Outfitters 2008 Stock Incentive Plan, as amended.

Attached hereto as Exhibit 99.2 is a form of stock appreciation right agreement to be used in connection with stock appreciation right grants to the Company's employees, executive officers and non-employee directors under the Urban Outfitters 2004 Stock Incentive Plan, as amended.

**Item 9.01. Financial Statements and Exhibits.**

<u>Exhibit Number</u>	<u>Description</u>
99.1	2008 Plan – Form of Performance Stock Unit Agreement.
99.2	2004 Plan – Form of Stock Appreciation Right Agreement.

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**URBAN OUTFITTERS, INC.**

Date: September 7, 2010

By: /s/ Eric Artz  
Eric Artz  
Chief Financial Officer

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**EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Description</u>
99.1	2008 Plan – Form of Performance Stock Unit Agreement.
99.2	2004 Plan – Form of Stock Appreciation Right Agreement.

**URBAN OUTFITTERS  
2008 STOCK INCENTIVE PLAN  
PERFORMANCE STOCK UNIT AGREEMENT**

This Performance Stock Unit Agreement (the "Agreement") is dated as of \_\_\_\_\_, \_\_\_\_\_ (the "Grant Date") between Urban Outfitters, Inc., a Pennsylvania corporation (the "Company"), and \_\_\_\_\_ (the "Grantee"). Capitalized terms not defined herein shall have the meaning given such terms in the Urban Outfitters 2008 Stock Incentive Plan, as amended from time to time (the "Plan"), a copy of which has been provided to the Grantee.

WITNESSETH

WHEREAS, the Company wishes to award to the Grantee performance-based restricted stock units ("PSUs"), based on performance during the \_\_\_\_\_ fiscal years ended January 31, \_\_\_\_\_ and continued service through April 1, \_\_\_\_\_, as hereinafter provided;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereunder, agree as follows:

1. Grant. Subject to the terms and conditions of this Agreement and the Plan, the Company hereby grants to the Grantee an award of \_\_\_\_\_ PSUs. Such number of PSUs shall be subject to adjustment as provided in Section 12 of the Plan. Each PSU covered by this Agreement represents the right to receive one share of Common Stock on the applicable Registration Date (as defined in Paragraph 8), subject to the vesting requirements set forth in Paragraphs 2 and 3. The Grantee agrees to be bound by all of the terms, provisions, conditions and limitations of the Plan (which are incorporated herein by reference) and this Agreement. To the extent any conflict may exist between any term or provision of this Agreement and any term or provision of the Plan, the term or provision of the Plan shall control.

2. Vesting Prior to Change in Control. The performance period for this grant of PSUs is the \_\_\_\_\_ fiscal year period beginning on February 1, \_\_\_\_\_ and ending on January 31, \_\_\_\_\_. The number of PSUs becoming vested (if any) pursuant to this Paragraph 2 shall be determined as follows.

(a) Operating Profit (as defined below) shall be determined for the fiscal year ending January 31, \_\_\_\_\_ ("Fiscal \_\_\_\_\_").

(b) \_\_\_\_\_% of the PSUs subject to this Agreement shall become vested if the [CAGR] for [Operating Profit] for Fiscal \_\_\_\_\_ is equal to or greater than \_\_\_\_\_% provided:

(w) no PSUs shall vest under this Paragraph 2 if the [Average Closing Price] for Fiscal \_\_\_\_\_ is less than the [Grant Date Price];

(x) no PSUs shall vest under this Paragraph 2 if the Grantee's Termination of Service (for any reason) occurs on or before April 1, \_\_\_\_\_; and

(y) no PSUs shall vest under this Paragraph 2 on or after the date of a Change in Control if any vesting is accelerated pursuant to Paragraph 3.

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For purposes of this Agreement, the following definitions shall apply:

(i) "Average Closing Price" shall mean, with respect to Fiscal \_\_\_\_, the average closing price of one share of the Company's Common Stock, as adjusted in accordance with Section 12 of the Plan, for each trading day in Fiscal \_\_\_\_ as reported by the principal exchange or market on which the Company's Common Stock is traded.

(ii) "CAGR" for a fiscal year shall mean the compounded annual growth rate measured from the Operating Profit for the fiscal year ended January 31, \_\_\_\_.

(iii) "Grant Date Price" shall mean the closing price of one share of the Company's Common Stock on the Grant Date on the NASDAQ Global Select Market LLC.

(iv) "Operating Profit" means the Company's Net Income from Operations, as reported on the Company's Form 10-K for the relevant fiscal year. The Operating Profit for Fiscal \_\_\_\_ shall be adjusted up or down to exclude the effect of any acquisition or disposition that occurs on or after February 1, \_\_\_\_ (the first day of Fiscal \_\_\_\_ ) of any business where such business constitutes a "Significant, Subsidiary" (as such term is defined for purposes of Rule 1-02(w) of Regulation S-X) of the Company as of the closing date of such acquisition or disposition.

3. Vesting on Change in Control. All PSUs that have not become vested under Paragraph 2 and have not been forfeited under Paragraph 5 shall become vested on a Change in Control unless the Committee, in its sole discretion and prior to such Change in Control, provides the Grantee a written determination that a lesser number (or no) PSUs shall become vested on such Change in Control.

4. Dividend Equivalent Rights. On each date that the Company pays an ordinary cash dividend to holders of Common Stock after the Grant Date and prior to the Registration Date (defined in Paragraph 8), the Company shall credit to a bookkeeping account established for the Grantee an additional number of PSUs equal to (i) the number of PSUs covered by this Agreement, multiplied by (ii) the dollar amount of the per share cash dividend, and divided by (iii) the Fair Market Value of a share of Common Stock on the dividend payment date. PSUs credited pursuant to this Paragraph 4 shall be subject to the same terms and conditions (including vesting, forfeiture and Registration Date) as the PSUs to which such dividend equivalent rights relate.

5. Restrictions and Forfeiture. The Grantee may not sell, assign, transfer, pledge or otherwise encumber or dispose of the PSUs covered by this Agreement, and any attempt to do so shall be void. Unvested PSUs covered by this Agreement shall be forfeited:

(a) on the date of the Grantee's Termination of Service (for any reason) if such Termination occurs on or before April 1, \_\_\_\_; or

(b) if forfeiture does not occur under subparagraph (a) any PSUs that have not become vested as of April 1, \_\_\_\_ shall be forfeited hereunder.

6. Rights as Shareholder. The Grantee shall have no rights as a shareholder with respect to PSUs covered by this Agreement unless and until shares of Common Stock are registered pursuant to Paragraph 8.

7. Withholding of Taxes. The obligation to register shares of Common Stock on the Registration Date shall be subject to the Grantee satisfying applicable federal, state and local tax withholding requirements. The Committee, in its discretion, may permit or require the Grantee to satisfy the federal, state and/or local withholding tax, in whole or in part, by electing to have the Company withhold shares of Common Stock (or by returning previously acquired shares of Common Stock to the Company); provided, however, that the Company may limit the number of shares withheld to satisfy the tax withholding requirements with respect to the Award to the extent necessary to avoid adverse accounting consequences.

8. Registration of Shares. For each PSU that becomes vested under Paragraph 2 (Vesting Prior to a Change in Control) or under Paragraph 3 (Vesting on a Change in Control), one share of Common Stock shall be registered in the Grantee's name on the Registration Date. The "Registration Date" shall be (a) with respect to PSUs vesting under Paragraph 2, as soon as reasonably practicable following April 1, \_\_\_\_ but on or before December 31, \_\_\_\_, or (b) with respect to PSUs vesting under Paragraph 3, (i) immediately prior to, but subject to consummation of, the Change in Control if the date of such Change in Control is known by the Company, or (ii) as soon as reasonably practicable following the date of any other Change in Control. Any fractional PSU becoming vested under Paragraph 2 or Paragraph 3 shall be payable in cash on the Registration Date.

9. Employment of Grantee. Nothing in this Agreement shall be construed as constituting an agreement or understanding of any kind or nature that the Company or a Related Corporation shall continue to employ the Grantee, nor shall this Agreement affect in any way the right of the Company or a Related Corporation to terminate the employment of the Grantee at any time.

10. No Section 83(b) Election. The Grantee may not make an election under section 83(b) of the Internal Revenue Code of 1986, as amended, with respect to PSUs.

11. Governing Law. This Agreement shall be governed by Pennsylvania law (without reference to principles of conflicts of laws), to the extent not governed by Federal law.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by a duly authorized officer, and the Grantee has hereunto set his hand.

GRANTEE

URBAN OUTFITTERS, INC.

\_\_\_\_\_  
Grantee's Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**URBAN OUTFITTERS  
2004 STOCK INCENTIVE PLAN  
STOCK APPRECIATION RIGHT AGREEMENT**

STOCK APPRECIATION RIGHT AGREEMENT (the "Agreement") dated as of \_\_\_\_\_, \_\_\_\_ (the "Grant Date") between Urban Outfitters, Inc. (the "Company"), a Pennsylvania corporation, and \_\_\_\_\_ (the "Grantee").

WITNESSETH

WHEREAS, the Company desires to award the Grantee a stock appreciation right with respect to certain shares of the Company's common stock ("Common Stock") as hereinafter provided, in accordance with provisions of the Urban Outfitters 2004 Stock Incentive Plan, as amended (the "Plan"), a copy of which has been provided to the Grantee. Except as otherwise provided in this Agreement, capitalized terms used in this Agreement shall have the same meaning as in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereunder, agree as follows:

1. Grant of SAR. The Company hereby confirms the award to the Grantee of the right to receive appreciation (a stock appreciation right or "SAR") with respect to an aggregate of \_\_\_\_\_ shares of Common Stock (the "SAR Shares"). The SAR is an independent SAR and is not granted in tandem with an Option or any other award under the Plan. The SAR is in all respects limited and conditioned, as hereinafter provided, and is subject in all respects to the terms and conditions of the Plan now in effect and as it may be amended from time to time (but only to the extent that such amendments apply to outstanding SARs). Such terms and conditions are incorporated herein by reference and are made a part hereof.

2. Base Price. The base price with respect to each SAR Share shall be \$ \_\_\_\_\_ per share (the "Base Price").

3. Term. Unless earlier terminated pursuant to any provision of this Agreement or of the Plan, this SAR shall expire on \_\_\_\_\_, \_\_\_\_ the day before the \_\_\_\_\_ anniversary of the Grant Date.

4. Vesting of SAR. Subject to Section 14 of the Plan and to Paragraphs 3, and 7 through 9 of this Agreement, the SAR shall become exercisable in \_\_\_\_\_ (\_\_\_\_) tranches as follows:

<u>On The:</u>	<u>The SAR Shall Become Exercisable With Respect To The Following Number of SAR Shares:</u>
_____ Anniversary of the Grant Date	_____ % of the SAR Shares
_____ Anniversary of the Grant Date	An additional _____ % of the SAR Shares
_____ Anniversary of the Grant Date	An additional _____ % of the SAR Shares

No additional vesting shall occur after the Grantee's Termination of Service.

The Grantee may exercise the portion of the SAR which has become exercisable in whole or in part at any time or times prior to the expiration or other termination of the SAR.

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5. Exercise of SAR. Subject to the terms and conditions of this Agreement and the Plan, the SAR may be exercised upon written notice to the Company, at its principal office, which is located at 5000 South Broad Street, Philadelphia, Pennsylvania 19112. Such notice shall state the election to exercise the SAR and the number of SAR Shares with respect to which the SAR is being exercised; shall be signed by the person so exercising the SAR; and shall, if the Company so requests, be accompanied by the investment certificate referred to in Paragraph 11. In the event the SAR is exercised by any person or persons after the legal disability or death of the Grantee, such notice shall be accompanied by appropriate proof of the right of such person or persons to exercise the SAR.

As soon as practicable following receipt of such notice of exercise of the SAR, the Grantee shall be entitled to receive a number of shares of Common Stock equal to (i) the excess of the Fair Market Value of a share of Common Stock on the exercise date over the Base Price, *times* (ii) the number of SAR Shares for which the SAR is being exercised. Any fractional share of Common Stock shall be paid in cash. All shares that are issued upon the exercise of the SAR as provided herein shall be deemed to be fully paid and non-assessable by the Company.

Upon the sale of Common Stock attributable to the appreciation of SAR Shares, the Company shall be entitled to any proceeds representing that portion of the sales price which exceeds 500% of the Fair Market Value at the Grant Date (the "Excess"). For example, if the Fair Market Value of a share of Common Stock on the Grant Date is \$30.00, any proceeds above \$150.00 shall accrue to the Company and not to the Grantee. The Grantee shall pay to the Company the amount of any Excess realized by the Grantee upon the sale of the Common Stock issued upon exercise of the SAR within 20 business days after realization thereof. Any Excess not timely paid shall bear interest at the rate of 10% per annum until paid.

6. Non-transferability of SAR. This SAR is not assignable or transferable, in whole or in part, by the Grantee other than by will or by the laws of descent and distribution. During the lifetime of the Grantee, the SAR shall be exercisable only by the Grantee or, in the event of legal disability, by his or her guardian or legal representative.

7. Termination of Service for a Reason Other Than Death or Disability. If the Grantee's Termination of Service occurs for any reason other than death or disability (as defined below) prior to the expiration date of this SAR as set forth in Paragraph 3, this SAR may be exercised, to the extent of the number of SAR Shares with respect to which the Grantee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee, by the Grantee at any time prior to the earlier of (i) 30 days following the date of such Termination of Service or (ii) the expiration date set forth in Paragraph 3.

8. Disability. If the Grantee becomes disabled, within the meaning of section 22(e)(3) of the Code, prior to the expiration date of this SAR as set forth in Paragraph 3, and the Grantee's Termination of Service occurs as a consequence of such disability, this SAR may be exercised, to the extent of the number of SAR Shares with respect to which the Grantee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee, by the Grantee (or in the event of the Grantee's legal disability, by the Grantee's legal representative) at any time prior to the earlier of (i) six months following the date of such Termination of Service or (ii) the expiration date set forth in Paragraph 3.

9. Death. If the Grantee's Termination of Service occurs as a result of death, or if the Grantee dies after his or her Termination of Service but prior to the expiration of the period

determined under Paragraph 7 or 8, this SAR may be exercised, to the extent of the number of SAR Shares with respect to which the Grantee could have exercised it on the date of his or her death, or to any greater extent permitted by the Committee, by the Grantee's estate, personal representative or beneficiary who acquired the right to exercise this SAR by bequest or inheritance or by reason of the Grantee's death, at any time prior to the earlier of (i) six months following the date of such death or (ii) the expiration date set forth in Paragraph 3.

10. Change in Control. This SAR shall become fully exercisable on a Change in Control if the Grantee's Termination of Service has not occurred prior to the Change in Control.

11. Shares to be Purchased for Investment. Unless the Company has theretofore notified the Grantee that a registration statement covering the shares to be acquired upon the exercise of the SAR has become effective under the Securities Act of 1933, as amended, and the Company has not thereafter notified the Grantee that such registration statement is no longer effective, it shall be a condition to any exercise of this SAR that the shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act of 1933 or of any rules or regulations promulgated thereunder. Such restrictions may, at the option of the Company, be noted or set forth in full on the share certificates.

12. Governing Law. This Agreement shall be governed by Pennsylvania law (without reference to the principles of conflicts of laws), to the extent not governed by Federal law.

13. Withholding of Taxes. The obligation of the Company to deliver shares of Common Stock upon the exercise of the SAR shall be subject to applicable federal, state and local tax withholding requirements. If the exercise of the SAR is subject to the withholding requirements of applicable tax laws, the Grantee, subject to the provisions of the Plan and such additional withholding rules (the "Withholding Rules") as shall be adopted by the Committee, may satisfy the withholding tax, in whole or in part, by electing to have the Company withhold (or by returning to the Company) shares of Common Stock, which shares shall be valued, for this purpose, at their Fair Market Value on the exercise date. Such election must be made in compliance with and subject to the Withholding Rules. The number of shares withheld for purposes of taxes shall be limited, to the extent necessary, to avoid adverse accounting consequences.

IN WITNESS WHEREOF, the Company has caused this SAR Agreement to be duly executed by a duly authorized officer, and the Grantee has hereunto set his or her hand.

GRANTEE

URBAN OUTFITTERS, INC.

\_\_\_\_\_  
Grantee's Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date