

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1294009  
Vendor Name: Swiftkick  
Invoice Number: 2835  
Invoice Date: 11/6/2024  
PO Number:  
Check Number: E0105379  
Check Amount: \$ 3,650.00  
Check Date: 01/28/2025  
Voucher Number: V0866173  
Document Type: AP Invoice

Document Below

"Henderson, Kristina" <hendersn@cod.edu>

---

**Process Check Request for 2025 Swift Kick**

---

"Henderson, Kristina" <hendersn@cod.edu>

Mon, Jan 27, 2025 at 10:58 PM UTC

CC:

BCC:

Hi,

Can you please process this check request for Swift Kick?

Thank you,

Kristina

---

**Kristina Henderson** Coordinator of Student Life, New Student Orientation

Orientation Leader Program | Advisor: Chaparral Activities Board (CAB)

[hendersn@cod.edu](mailto:hendersn@cod.edu) | 630-942-2510

Pronouns: she, her, hers

College of DuPage Office of Student Life

425 Fawell Blvd. Glen Ellyn, IL 60137

[www.cod.edu/studentlife](http://www.cod.edu/studentlife)

Signature Themes: Connectedness | Deliberative | Restorative | Empathy | Belief

## Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 2.21, Vendor Payment.

Date: \_\_\_\_\_ Vendor ID: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

Payee Address: \_\_\_\_\_ Payment Due Date: \_\_\_\_\_

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
Total			\$

Check the appropriate box below:

- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check:

Other Instructions:

### All requests will require the following approvals:

Requester: \_\_\_\_\_ Print Name: \_\_\_\_\_

Budget Officer: \_\_\_\_\_ Print Name: \_\_\_\_\_

Requests \$5,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Administrator (only required if request is \$5,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Cabinet Officer (only required if request is \$10,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Board Approval Date (only required if request is \$25,000 and over): \_\_\_\_\_

**Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), [invoicing@cod.edu](mailto:invoicing@cod.edu)**

*\* College leadership continues to monitor the coronavirus situation and will adjust the institutional response as circumstances warrant. COD campus updates can be found at [cod.edu](http://cod.edu).*

---

**1 attachment**

2025 Swift Kick Check Request-All Forms (KH) CS.pdf

## Check Request Form (*cont.*)

### Processing a Check Request:

To expedite the processing of a check request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Procurement Office.  
Payment cannot be made to a vendor until this process has been completed.
2. Complete and review this check request form and confirm that all relevant supporting documentation is attached including fully executed contracts, if applicable.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the general ledger account number is included and correct.
5. Maintain a copy of the approved check request form for department records.
6. Submit the completed check request form to the Accounts Payable Office.

The check request form will be returned to the budget officer if the information is incomplete, not in compliance with College Policy, or if budget is not available.



### **Performance Event Contract**

This Contract (the "Contract" or "Agreement") is made this 6th Day of November 2024, by and between College of Dupage (the "Organization") and Swift Kick (the "Performer"), (collectively the "Parties" and individually the "Party").

WHEREAS, the Parties agree as follows:

#### **1. PERFORMANCE.**

In consideration of the mutual promises contained herein, the Parties hereby agree that Performer shall perform the Services on the date(s) and time(s) and place(s) stated below, as follows:

Place(s) of Performance: College of Dupage

Date(s): 08/04/2025

Arrival date and time at location: up to 1 hr prior to start.

Type of Performance: Training/Keynote

#### **2. PAYMENT TERMS.**

a. This is a fixed-fee, all-inclusive Contract. Payment for all Services under this Contract shall be in the fixed sum of \$3650 payable in single payment which shall be due within 60 days of signing the contract. If payment is made by credit card, it shall incur a 3% processing fee.

b. Payment for services will be made by the Organization check made payable to:

Swift Kick

551 Valley Rd #204  
Montclair, NJ 07043  
877-479-4385  
sk@swiftkickhq.com  
Federal Tax ID#: 92-3544809

#### **3. GENERAL TERMS AND CONDITIONS:**

**a. Independent Contractor.** The Performer is an independent contractor and personally assumes all responsibility for federal income tax withholding, Social Security, state tax (if any), and Worker's Compensation insurance.



- b. Intellectual Property.** The Organization has no right to disseminate, distribute, or share any materials or presentations shared, or videos of the event, without prior authorization by Swift Kick.
- c. Indemnification by Performer.** Performer shall hold harmless, defend or settle, at its own expense (including attorneys' fees and costs), any claim or action brought by a third party arising from (a) any breach or alleged breach of this Agreement; or (b) the conduct or alleged conduct of Performer or its employees; provided the Organization shall notify the Performer promptly in writing of any such claim or suit.
- d. Indemnification by Organization.** The Organization shall hold harmless, defend or settle, at its own expense (including attorneys' fees and costs), any claim or action brought by a third party arising from (a) any breach or alleged breach of this Agreement; or (b) the conduct or alleged conduct of the Organization, its Affiliates, Subsidiaries, officers, directors, employees, and agents (including, but not limited to the Organization publishing or broadcasting material on its web site which violates the rights of third parties); provided that the Performer shall notify Organization promptly in writing of any such claim or suit.
- e. Limitation of Liability.** Except for the claims described above, neither party (including its Affiliates and Subsidiaries for such purpose) shall, in any event, be liable to the other (including its Affiliates and Subsidiaries for such purpose) or to any other Organization, company or entity for any incidental, consequential, or any other indirect loss or damage including lost labor or costs arising out of this Agreement or any obligation resulting therefrom or the use or performance of any products or services provided hereunder, whether in an action for or arising out of breach of contract, tort, or any other cause of action. No action or proceeding against a party may be commenced more than one (1) year after the cause of action accrues. IN NO EVENT SHALL PERFORMER'S LIABILITY EXCEED THE AMOUNT PAID BY THE Organization UNDER THIS AGREEMENT.



- f. Termination.** Unless otherwise stated in this Contract to the contrary, if this contract is canceled by the Performer prior to the Performance date, Performer shall reimburse the Organization all funds paid by the Organization to Performer under the terms of this contract. If the contract is canceled by the Organization prior to the Performance, the Organization is committed to paying the Performer ½ (one-half) of the total contract amount plus any additional travel expenses incurred due to the cancellation.
- g. Force Majeure.** In any event that the performance of any covenant(s) of this Contract shall be prevented by an act of God, physical disability, act or regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, terrorism, war, epidemic, pandemic, interruption of transportation, or any other reason proven to be beyond their control, the Performer and the Organization shall work to come up with an alternative date or move the program online at a discounted rate. If the program is canceled 30 days or more prior to the date of the contracted program date, then all pre-paid money will be refunded to the Organization and the Organization won't be held responsible for any travel costs incurred by the Performer. If the program is canceled less than 30 days prior to the date of the contracted program date, the Organization agrees to pay the Performer ½ (one-half) of the total contract amount which will be used towards the payment of a rescheduled future date. Any travel expenses incurred by the Performer shall be reimbursed by the Organization.
- h. Breach of Contract.** Any deviation from the conditions set forth in this contract and any rider that may be attached, without prior written consent of both Parties, constitutes a breach of contract. If such a breach occurs, the Performer has the right to void the contract per the termination guidelines as outlined in the (f. Termination) section.
- i. Default.** A party will be considered in default of its obligations under this Contract if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.
- j. Notices.** All notices required to be given under this Contract shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile if a facsimile telephone number is shown below, to the designated representatives of the Parties. A Party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the Parties are as follows:





**Organization Contact:**

Name: Kristina Henderson  
Phone: 630-567-1616  
Email: hendersn@cod.edu

**Performer Contact:**

Name: Jay Chauhan  
Email: jay@swiftkickhq.com  
Address: 551 Valley Rd #204  
Montclair, NJ 07043  
Telephone: 1 877 479 4385

**k. Legal Authority.** The Organization warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Organization to its terms. The person(s) executing this Contract on behalf of the Organization warrant(s) that such person(s) have full authorization to execute this Contract.

**l. Binding effect.** This Contract is binding upon the personal representatives or successors and permitted assigns of both Parties.

**m. Amendment.** No amendment to this contract shall be valid unless it is made in writing signed by the authorized representatives of the Parties.

**n. Waiver.** The waiver by either Party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

**o. Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

**p. Governing Law, Jurisdiction and Venue.** This contract shall be interpreted and enforced under the laws of the state of Illinois. Any action arising under this Contract shall be filed and tried, if at all, in the courts of Glen Ellyn, Illinois.

**q. Exhibits / Attachments.** All exhibits/ attachments referenced in this Contract must be attached and initialed by the signatories. All such exhibits/attachments are hereby incorporated by reference as if fully set forth herein.



**r. Entire Agreement.** This Contract constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Contract.

**s. Additional Provisions.** Any additional provisions to this Contract are set forth in and by exhibit/attachment, which if attached and initialed by the Parties, is/are hereby incorporated by reference.

**Swift Kick**

A handwritten signature in black ink, appearing to read 'Tom Krieglstein', with a large, stylized flourish at the end.

\_\_\_\_\_  
Tom Krieglstein  
Swift Kick  
Authorized Officer

11/06/2024

\_\_\_\_\_  
Date

**Organization**

College of DuPage

\_\_\_\_\_  
Legal Name of Organization

A handwritten signature in black ink, appearing to read 'Ellen Roberts', enclosed in a rectangular box.  
\_\_\_\_\_  
Signature

Ellen Roberts

\_\_\_\_\_  
Printed Name

11/22/2024

\_\_\_\_\_  
Date

Vice President, Admin. Affairs

\_\_\_\_\_  
Title



551 Valley Rd #204  
Montclair, NJ 07043  
877-479-4385  
SK@SwiftKickHQ.com

## INVOICE

### BILL TO

College of DuPage  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
United States

INVOICE # 2835

DATE 11/06/2024

DUE DATE 01/05/2025

TERMS Net 60

	QTY	RATE	AMOUNT
<b>PROGRAMS:Programs - UNIV:Programs - UNIV</b>	1	3,650.00	3,650.00
Swift Kick Leadership Training: (T) - IL - College of Dupage - 8/4/2025 9:30a - 4:30p			

Payment due within 60 days

BALANCE DUE

**\$3,650.00**