

Doug Fitch

SLACK KEY GUITARIST & SINGER

From lush, languid, lilting tropical sounds, to fast, furious, frenetic guitar picking, Doug Fitch performs original, Hawaiian, folk, and traditional slack key guitar with skill and passion. A performing musician since age 8, this songwriter/singer/musician was raised in a rural mountain area in a family of accomplished professional and amateur folk musicians. "I was brought up on acoustic music and spending time outdoors." Fitch is a past nominee for the Grammy Awards, Na Hokuhanohano Awards, and the Hawaii Music Awards. Doug has studied Hawaiian slack key guitar intensively with several Masters and has been a recipient of a grant from the Hawaii State Foundation on Culture and the Arts in support of his ongoing study of the genre, also known as "kiho'alu". "Hawaiian music is fun, soulful, poignant, and elegantly straightforward. This music reflects what I love about Hawai'i: The people, the mountains, the winds, rains, and rolling surf. This is the soundtrack for a way of life in which relationships are valued and nature is revered. This music has been a gift to me and I love to share it." Doug has performed regularly on the Waikiki circuit and at corporate events, private parties, and weddings. "Live music creates an atmosphere and is a powerful addition to any gathering. Whether providing an acoustic back drop or the center piece, the musician must be in touch with the listeners and surroundings." "Solo performance allows me the flexibility to reach the audience as intended." Whether playing traditional, popular, or original compositions, Fitch's performances reflect enthusiasm and creativity as well his respect for his teachers and the traditions of the music. His original compositions have captured the attention and hearts of audiences throughout Hawai'i and the mainland.

Doug Fitch

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fitchdoug@yahoo.com
www.DougFitchMusic.com

SERVICE AGREEMENT

Client Information

Client Name: _____
Client Phone Number: _____
Client Email: _____
Client Home Address: _____

Primary Contact Information

- Contact Name: _____
- Contact Phone Number: _____
- Contact Email: _____
- Contact Home Address: _____
- Primary Contact's Relationship to Client: _____

Event information

Event Date: _____
Performance Start Time: _____
Performance End Time: _____
Event Type (*I do not play for the ceremony portion of weddings*): _____
Event Location: _____

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A) Performance (NOTE: *I do not play for wedding ceremonies*):

First Hour (1 hr minimum) \$400

B) Additional Time (hours) 350 x \_\_\_ hrs  
(these maybe prorated into 1/2hrs) \_\_\_\_\_

FREE half-hour with booking & pmt of 3 or more hrs. 0.00

C) Travel Fee (beyond Kualoa or H1/H2 int.) \$50 \_\_\_\_\_

D) Albums (CD or USB) \$10 x \_\_\_\_\_ (qty) \_\_\_\_\_

E) Client use of microphone and/or PA use (see below) \$125 \_\_\_\_\_

F) Face-to-face meeting 1 hour \$100, (\$50 in Kailua) \_\_\_\_\_

G) \* To learn *new* song(s), *per* song.

Three weeks advance notice \*fee due in full  
when requested \$250/song x \_\_\_\_\_ (# of songs) \_\_\_\_\_

Subtotal \_\_\_\_\_

HI GE tax  
(multiply subtotal by 0.04712) tax \_\_\_\_\_

**Total =** \_\_\_\_\_

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Payment Schedule Initial payment

50% (non-refundable)

*If Doug is to learn a song, 100% of the learn-new-song(s),
fee is due when song(s) is/are ordered

Date first payment made: _____ / _____ / _____.

Method of payment: _____

Remaining balance: _____

Due date for final payment (2 weeks before event: _____ / _____ / _____.

Date first payment made: _____ / _____ / _____.

Method of payment: _____

Songs to be learned

Deadline for submission is (3 weeks prior to event) : _____ / _____ / _____.

The Client agrees that Doug is or is not allowed to accept tips, sell recordings at the event, create and use photographs, sound recordings, video with sound recordings for his own commercial use including advertising while retaining sole ownership and sole rights to these image and sound recordings.

Accept tips: NO YES _____(initials)

Sell recordings: NO YES _____(initials)

Record photos, audio, & videos: NO YES _____(initials)

Parties to this agreement “Client” or “client” refers to that or those person(s), organization, or entity executing this contract for the purpose of hiring Doug Fitch (also known in this contract as “Doug”, “musician”, “Doug Fitch”, “Doug Fitch Music”. Rates: Refer to Fees and Payment section above.

Specials: Special rates are available for multiple bookings (inquire).
If booking 3 or more hours, receive an additional 1/2 hour free. Specials may not be combined.

- Performance Requirements: Payment in full to be received by 2 weeks prior to performance.
- Safety: The Client agrees to provide a shaded or indoor performance area that provides protection from rain and will remain free from drainage or runoff from all sources of liquids. This is a safety issue for performers, participants, guests, clients and all others present. The Client assumes full responsibility for power outages, surges, or any related damage or injury to any party that involves the musician’s equipment or electrical power supply. The performance area is within 50 feet of two grounded power outlets and any electrical cords or equipment will be accessible to the musician while remaining free from pedestrian or other traffic at the event.
- **Special COVID terms:** Due to the unpredictable nature of COVID outbreaks and transmissibility, Doug retains the right to cancel his participation at events at his sole discretion. He would do so with maximum notification time to client. Client would receive a full refund or, at Client’s discretion, credit toward a future performance to be agreed upon.

COVID SAFETY AT EVENTS:

-Client and all persons attending or participating in Client’s event agree to follow all current laws, proclamations, declarations, rules, terms, or other prohibitions designed for safety. Regardless of any of the preceding prohibitions, Doug retains the right to require of all parties present at events and in-person meetings, to follow Doug’s own stated rules, whether in writing or verbally stated. These include and are not limited to requirements related to: outdoor versus indoor staging of performance, ventilation, proper use and wearing of face masks (i.e. tight fit, full coverage of nose and mouth) and rating of masks (e.g. homemade, KN95, N95), physical distance to be maintained from Doug and his contractors and assistant(s).

- Amplification systems: No charge for my use (only) of small hand-carry unit. Additional amplification is available at an additional fee for sound requirements for larger venues/events/and groups. Please inquire for pricing.

- Breaks during events: 10 minutes break is required after each 50-minute playing period.
- Parking: Client shall provide parking or reimbursement for parking fees. Please provide instructions if specific loading/unloading area is designated.
- Security: The Client will take reasonable steps to protect musician and his equipment during the contracted time. The Client agrees to maintain adequate security in the service and performance areas in order to protect all properties of the musician from theft, vandalism or other damage. The Client further agrees to be fully responsible for loss, damage, and theft to equipment used to provide the services within this service agreement while said equipment is on the property of the Client's event. Any damages incurred will be payable by the Client due to lack of reasonable protection on the Client's part will be subject to repair or replacement of the musician's damaged equipment.
- Harassment: The musician will not tolerate harassment of himself, other performers/contracted workers and assistants, manipulation or use of his equipment without prior authorization (see section E for rental terms), or any unsavory behavior by attendees of any event. If this occurs, the Client agrees that Doug Fitch will be free to leave the event at his sole discretion and still will be fully compensated for the full amount of the contract plus damages and repairs to equipment including, if required, full replacement value of equipment.
- Booking and cancellation policy: A non-refundable deposit is required to book your event along with a signed service agreement. The balance will be due 2 weeks before the event date. Cancellations must be made in writing no less than (14) days prior to the event date.
- Beach Permits: If your event is on the beach or any publicly owned lands, a State of Hawai'i permit from the Dept of Land and Natural Resources (DLNR) is required by law.
 - DLNR also requires a \$1 million event liability insurance policy naming the State of Hawai'i as the insured party.
 - Client will be responsible for obtaining a valid permit and insurance for beach events to include Doug Fitch's performance.
 - Doug will NOT be required to perform at all if without a valid permit and will retain all fees collected.
 - Client will provide a copy of the permit and insurance to Doug.
 - Client will be responsible for all fines levied against Doug Fitch and for all his legal fees if client does not secure proper permitting.
 - Other permits: Client is responsible for obtaining all other permissions, permits, and agreements and any related fees, costs, fines, or other monetary costs related to the event.

Note: DLNR PENALTIES ARE ENORMOUS (\$5,000 to \$20,000)!

- Hold Harmless: I agree that in hiring Doug Fitch, I hold Doug Fitch, Doug Fitch Music, Doug Fitch Schwartzsmith, his heirs and assigns, and estate, harmless for any damages related in any way to his performance and set up or take down

of equipment related to his performance or that of other performers/subcontractors or assistants, for this/these specified performance(s). I allow Doug Fitch to collect from me the total amount of any damages incurred including legal fees.

- Disputes: The laws of the State of Hawaii shall govern this agreement. Should there be a dispute, the Client and Doug agree to independent arbitration by a neutral party accepted and agreed upon by Doug and Client with fees for this to be shared 50%/50% by each party to this contract.

Additional Information:

- Items A & B: Doug has a one-hour minimum fee regardless of how long the client wishes him to play within the agreed upon hour. Client fees cover the start time through the end time of the event as indicated by the client. During that period, Doug will play, not play, wait as directed, and move locations as directed by Client or Client's designee as befits the occasion.
- Time for setting up initially and breaking down equipment at the end is **not** billed or included in performance time.
- For bookings of three or more paid hours, an additional half-hour of time is available at no additional charge. This time may be used to perform but may also be allocated toward extended waiting periods, significant time spent moving between locations, or other purposes previously agreed upon between Doug and the client.
- Additional performance time may be added at the regular and prorated fee as outlined.
- Item C: For event locations West or North of the highways H1 and H2 intersection (i.e. toward Wai'anae, Mililani, Wahiawa) and for locations North of Kualoa, a \$50 travel fee (plus GE tax) is charged.
- Item E: By prior agreement only as stated in this contract, clients may use or assign one person to use the microphone. The Amplification system will remain under the full control of Doug Fitch or his contractor(s) and/or assistant(s) at all times.
- NOTE: No one may use, manipulate, move, or tamper with any of Doug's equipment at any time without his consent.
- Doug retains the right to refuse to perform music that he does not know, or that he deems inappropriate, unsavory, impractical, rude, disparaging, or out of character with the event or his character or standing.
- Item G: Doug can learn a song he doesn't currently know, i.e. song(s) not listed on his website, at the request of the client. Fees for learning each new song are due in full at the time of the booking. Each song requested that does not appear on Doug's published song list, will be requested according to the table shown in this agreement and 100% of funds required to learn new songs is due at the time of the request.

Song choices from my current repertoire:

- Selected songs from Doug's current repertoire can be found at:
<https://www.dougfitchmusic.com/song-list>
- Please make requests according to this table:

<u>Hours Hired</u>	<u>Advance notice required</u>	<u># of selected songs</u>
1	3 weeks	3
2	4 weeks	6
3	6 weeks	10
4	7 weeks	12

Please write your song selections and songs to learn below.

- To learn *new* song(s), (ie songs not part of Doug’s repertoire, see section G above.

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“I have read and agree to the terms presented in this Service Agreement, Fees Worksheet, and Payment Schedule.”

\_\_\_\_\_  
Client Signature & Date

\_\_\_\_\_  
Print Client name

Note: Doug Fitch will be happy to sign this agreement and return a copy to the client or, in lieu of that, Doug’s agreement to exercise his duties of this contract, can be confirmed by other documentation (such as verbal, text, email, fax, letter) as agreed between client and Doug.

PAYMENT METHODS

**GigSalad:** I accept many forms of payments but I encourage clients to use GigSalad.com. The company acts as a intermediary between Doug and the client. A small fee is charged by GigSalad both to Doug and to the client. Your full payment will held by them and I will be sent *half* of those fees minus my fee. You will receive a guarantee from GigSalad (terms are available on their website). On my end, payment collection is much, much easier. GigSalad is my preferred method of receiving payments.

I have used Paypal with success and I can send you an invoice if you prefer. I may use Venmo or other direct payment apps in the future as well. Please inquire.

Cash or money are accepted as well and clients will receive a receipt accordingly.

**Credit Card Authorization**

Direct credit cards are also an option. If this is your choice, please complete the form below:

By signing below, I agree and authorize payments from my credit card, as specified below, for all payments owed to Doug Fitch Music. The payments include, but are not limited to: the agreed fees & performance provisions stated within this service agreement.

Type of card authorized (circle one):

VISA MASTERCARD DISCOVER AmEx Other

Card #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Expiration date on card:

Security Code on back of card:

Name as it appears on card:

Billing Address of cardholder:      Same as page 1      Other

Cardholder signature:

Date:



THIS PAGE FOR DOUG'S OFFICE USE ONLY

EVENT & DATE:

# Requested song(s)/ Learn song(s):

Referral source:

**1st pmt**

- Amount paid
- Date paid
- Paid via Paypal Square Personal check Cash
- Posted to DFM.com
- Event added to iCal
- Sent confirm Email
- Moved \$ from Paypal Square ->to ASB

**2nd pmt**

- Amount paid
- Date paid
- Paid via Paypal Square Personal check Cash
- Sent confirm Email
- Moved \$ from app holding ->to ASB

NOTES:

Test. sent: