

Doug Fitch

SLACK KEY GUITARIST & SINGER

A performing musician since age 8, Doug was raised in a rural mountain area in a family of accomplished professional and amateur musicians. "I was brought up on acoustic music and spending time outdoors in the Rocky Mountains. Our parents were painters and poets, so my siblings and I were fortunate to grow up valuing creativity." "We were taught that art, in all its forms, is 'an interpretation of an emotional experience.' In this way, music speaks universally to our most human attributes."

In Doug's original music, one can hear influences from folk balladeers (John Denver, Gordon Lightfoot), rock-n-roll (Everly Brothers, Crosby Stills & Nash), cowboy music, traditional Hawaiian, and bluegrass. His guitar work reflects his roots in the fingerpicking styles of Colorado and Hawai'i, with rhythms reflecting his early years as a drummer. From contemplative to exuberant, joyful to tragic, somber to humorous, Doug's songs remind us that our individuality and our commonalities are what make us human, and that this is why we love music.

Doug studied Hawaiian slack-key guitar intensively with several masters and has been a recipient of a multi-year grant from the Hawaii State Foundation on Culture and the Arts in support of his study of the genre, also known as "kiho'alu".

Sports fans may remember Doug from his days as a professional bicycle racer when he became the first cyclist to appear on the Wheaties cereal box in 1988. He was a member of the U.S. National Cycling Team during the 1980s, and became the U.S. National Champion in 1986. He won several international competitions during his career. After retiring from racing, he completed his doctorate in clinical psychology from the University of Denver.

Doug Fitch

231 Awakea Rd • Kailua, HI 96734 (808) 383-3684 • FAX (808) 261-3979

fitchdoug@yahoo.com

www.DougFitchMusic.com

SERVICE AGREEMENT

Client Information

Client Name: _____

Client Phone Number: _____

Client Email: _____

Client Home Address: _____

Contact Information

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

Event information

Event Date: _____

Performance Start Time: _____

Performance End Time: _____

Event Type: _____

Event Location: _____

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•Performance Fees

- First Hour of Performance (1 hr minimum) \$600
- Additional Time (hours) \$400 x \_\_\_ hrs \_\_\_\_\_  
(these may be prorated into ½ hours) \_\_\_\_\_

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

•Client use of microphone and/or PA \$125 \_\_\_\_\_

- Learn/play song not listed on online song list

<https://www.dougfitchmusic.com/song-list> \$300 ea \_\_\_\_\_

-Subtotal = \_\_\_\_\_

-HI GE tax (subtotal X .04712 = \_\_\_\_\_

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

- 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.
- Performer service
  - Performer(s) will be prepared, and all equipment supplied by performer(s) will be in good working order. Performer(s) will behave in an appropriate manner befitting the occasion and will conduct him/her/themselves in a professional manner throughout the event and while on the property where event is held.
- Amplification systems:
  - No charge for my use (only) of small hand-carry unit. Use of my equipment by others is only by prior arrangement and fee applies. For larger venues/events/and groups, additional amplification is available at an additional fee. Please inquire for pricing.
- Musical selections
  - 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.
  - 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 and require ample lead time as determined by Doug.
  - Requests from his song list online (see above) are best made well ahead of time.
- Contracted time and fees
  - Contracted time begins when Doug begins and ends at the finish of that contracted time. Contracted time period is not divided in pieces but does include brief breaks by Doug as needed (approx. 10 min/hour). During the contracted 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 and is not included in performance time.
  - Performance time beyond the contracted period, may be added at \$400/hr and half hours may be added at \$200/ half hour.
- Breaks during events

- Doug may take 10 minutes break after each 50-minute playing period.
- Parking
  - Client will provide full parking or reimbursement for parking fees. Please provide instructions if specific loading/unloading area is designated.
- Travel
  - 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, there is a \$50 travel fee (plus GE tax).
  - Travel fees for performance outside of O'ahu will be negotiated.
- No use of Doug's equipment (except as agreed)
  - 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 and prior arrangements.
- Non-refundable deposit
  - If **not** booking through **GigSalad**, a non-refundable 50% deposit is required to book your event along with a signed service agreement. The balance will be due no less than 2 weeks before the event date.
- 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.
  - Harassment: The musician will not tolerate harassment of himself, other performers/contracted workers and assistants, manipulation or use of his equipment without prior authorization, 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 he 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.
- 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).

- Security
  - The Client will take reasonable steps to protect musician and his equipment at the venue. 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.
- 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 without a valid permit and will retain all fees collected.
  - Client will provide a copy of the permit and insurance to Doug as soon as possible.
  - 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.

Song choices from my current repertoire:

- Selected songs from Doug's current repertoire can be found at:  
<https://www.dougfitcmusic.com/song-list>

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

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Client Signature & Date

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Print Client name

Note: Doug Fitch will be happy to provide an original hand-signed copy of this agreement and return it 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

- 1) **GigSalad** (preferred): I encourage clients to use GigSalad.com. The company acts as an intermediary between Doug and the client and clients receive a guarantee from GigSalad (terms are available on their website). A small fee is charged by GigSalad both to Doug and to the client. Your full payment will held by them. Soon after booking, I am sent *half* of those fees minus the fee I pay GigSalad. I will receive the remainder of my payment from GigSalad after the event is finished (usually a few days after the event).

**OTHER PAYMENT METHODS (I do not accept Venmo) agreement.**

Fee dates for those **not using GIGSALAD.com,**

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: \_\_\_\_\_

**2) Paypal**

I have also used Paypal with success and I can email you an invoice if you prefer.

**3) Check**

Mail to: Doug Fitch Music, 231 Awakea Rd., Kailua, HI 96734

**4) Credit Card Authorization**

Direct credit cards are also an option. Regarding security of your card information, when this agreement is returned to Doug via the HelloSign portal from which the client received it, this form, including the client's credit card information, is transmitted at a HIPAA compliance level of security. 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



Card type: 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:

Cardholder signature: \_\_\_\_\_

Date: \_\_\_\_\_

THIS PAGE FOR DOUG'S OFFICE USE ONLY

EVENT & DATE:

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: