

Doug Fitch
231 Awakea Rd • Kailua, HI 96734
(808) 383-3684 • FAX (808) 261-3979
fitchdoug@yahoo.com • www.dougfitchmusic.com

Guitar / Slack Key Guitar / Vocals / 'Ukulele
Original compositions • Traditional Slack key guitar • Hawaiian • Folk • Folk/Rock

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 also 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.

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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: _____

Event Start Time: _____ Event End Time: _____

Event Type: _____

Event Location: _____

Client Initials: _____ 2

Fees and Payment

- A) Performance: First Hour ----- **\$400**
- B) Additional Time (hours) ----- \$350 x _____ hr = \$ _____
- C) Travel Fee (beyond Kualoa or H1/H2 int.) ----- **\$50**
- D) Albums (CD or USB) ----- \$10 x _____ = \$ _____
- E) Microphone and/or PA use (see below) ----- **\$125**
- F) Event Planner (see below) ----- \$100 x _____ = \$ _____
- G) Face-to-face meeting 1 hour \$100, (\$50 in Kailua) ----- = \$ _____
- H) Learn New Song ----- \$250 x _____ = \$ _____

Total Cost + Tax (4.712%) = _____



Payment Schedule

Booking Deposit (non-refundable):

Add Items A through G, then divide by 2: \$ _____

Add H (new song cost) to item above: \$ _____

Booking Deposit Total + Tax (4.712%) = _____

Final Payment (due two weeks prior to event):

Add items A through G, then divide by 2: \$ _____

Final Payment + Tax (4.712%) = _____

Identities of the parties

“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”).

Rate: \$400 first hour, \$350/hr additional hours

Travel fees to West and North Shore starting at \$50.00. Off-O’ahu, please inquire. 4.712% Hawaii General Excise Tax will be added to all costs.

Specials:

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

Over time: Over time rate per 20 minutes: \$116.67 plus 4.712% tax

Non-refundable deposit & Performance Requirements:

Payment in full to be received by 2 weeks prior to performance.

Please make checks payable to:

Doug Fitch
231 Awakea Rd.
Kailua, HI 96734

*Payment by credit card, Paypal, cash, and cashier’s checks also available.

--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.**

- *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 so as to protect all properties of the musician from theft, vandalism or other damage. The Client further agrees to be fully responsible for loss or damage (including weather damage) to equipment used to provide the services within this service agreement while said equipment is on property owned by or under control 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/subcontractors or assistants, manipulation or use of his equipment, 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 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.

*The Client agrees that Doug is or is not allowed to accept tips and sell recordings at the event (please indicate).

Accept tips: NO YES _____(initials)

Sell recordings: NO YES _____(initials)

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. The Client will remain responsible for paying the balance due if cancellation is made less than (14) days prior to the event.

Beach Permits:

- If your event is on the beach, a State of Hawai'i permit from the Dept of Land and Natural Resources (DLNR) is required by law.
- DLNR also requires you to obtain \$1 million event liability insurance policy naming the DLNR.
- **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
- 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.

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

Hold Harmless: I agree that in hiring Doug Fitch, I, the Client, am fully responsible for any permits, agreements, or permission required his performance, whether verbal, written, or inferred. I furthermore hold Doug Fitch and Doug Fitch Music 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 recognize that the **State of Hawaii enforces permitting requirements** for public lands and I am responsible for any and all fines, damages, lawsuits, or decisions made against Doug Fitch or Doug Fitch Music. I allow Doug Fitch to collect from me the total amount of any damages incurred including legal fees.

Additional fees: Additional fees may be incurred by client before, during, or after the performance by Doug as outlined above, may be assessed. These may include additional requested performance time by the client by verbal or written agreement at the stated prorated fee, fines incurred due to client's negligence or willful intent, damage to Doug's equipment or other belongings, use of Doug's equipment without authorization by Doug, time spent communicating with event planners (beyond the time period previously agreed upon).

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 if the issue between the Client and Doug cannot be resolved, with fees for this to be shared 50/50 by each party to this contract. Should that not be mutually satisfactory, the dispute will be settled by use of a professional mediator.

Additional Information

Items A & B: Doug has a one-hour minimum fee regardless of how long the client wishes him to play within the hour. Client fees cover the start time through the end time of the event as indicated by the client's initials signed on page 3. During that period, Doug will play, not play, wait as directed, and move locations

as directed as befits the occasion. Time for setting up initially and breaking down equipment at the end is not billed. However, if required to set up a significant amount of time before the performance such that Doug waits for a significant time to perform, that waiting time will be billed.

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.

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 is charged.

Item D: Recorded albums are available for purchase. Contact Doug for quantity discounts.

Item E: By prior agreement only, clients may use or assign one person to use the microphone. The PA Amplification system will remain under the full control of Doug Fitch or his assistant at all times. NOTE: No one may use or move any of Doug's instruments at any time without his consent.

Item F: Doug will communicate with and take direction from the client *only*, unless otherwise noted. Doug will work directly with a planner *instead of* the client at an additional fee of \$100. This will include *up to one hour aggregated*, of communication and consultation with the designated planner. Funds remaining for unused time communicating with planner will *not* be refunded. If time should exceed the one-hour maximum, an additional fee will be charged under the same terms as stated above. When the client endorses item F, the client is directing Doug to take instruction only from the planner. All instructions by the client, will be directed to the planner such that the planner may communicate these directly

with Doug. The client agrees that planner assumes sole responsibility for communicating instructions to Doug.

A note from Doug: "I want your wedding to run smoothly and without undue stress and that is why I contract directly with you. Ironically, coordinating with a wedding planner frequently complicates rather than simplifies arrangements. If you, the client, are hiring me, I am working for you, not the planner, and I will take direction only from you. Please tell your planner. Nevertheless, there are a handful of qualified wedding planners with whom I've worked and would be happy to work with again (please inquire for referrals). Those planners respect safety for guests/clients/musician, electrical access, timing, liability concerns, routing of foot traffic, weather contingencies, water runoff, access to venue, acoustics, protecting my equipment and that of others, equipment incompatibility with DJ's gear, why I don't lend equipment and many other critical details. On the other hand, if you would like me to coordinate with your planner instead of you, (i.e. the planner will be my only point of contact), this can be arranged with a fee (see above).

I have read, understand, and agree to all of part F as stated above:

Client Signature: _____ Date: _____

Item H: Doug will learn any additional song 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 no less than 3 weeks prior to the event and 100% of funds required to learn new songs is due at the time of the request.

Doug's song list: <http://dougfitmusic.com/music/song-list/>
Requests for songs listed on Doug's website, must be made within the parameters below. Doug will choose the remainder of the songs in keeping with the occasion and the setting. Doug reserves the right not to learn or play any

song or alter lyrics ill-suited to the event.

Hours Hired	No. Song Requests	Advance Notice
1	4	3 weeks
2	8	4 weeks
3	12	6 weeks
4	16	7 weeks

For additional hours hired, please contact Doug for details

In the space below, please list your song choices and at what time you wish the song to be played (i.e. bride’s processional, bride and groom recessional, birthday announcement, toast, etc.):

I have read and signed this Service Agreement, the Fees Worksheet, the Payment Schedule, the section entitled "Additional Information" and I understand and agree to those fees, time tables, and policies.

Signature _____ Date _____

Print 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.

Credit Card Authorization Agreement

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

Credit 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
- Method of pmt
- Posted to DFM.com
- Event added to iCal
- Sent confirm Email
- Moved \$ from-> to

2nd pmt

- Amount paid
- Date paid
- Method of pmt
- Sent confirm Email
- Moved \$ from-> to

NOTES:

Test. sent: