

**TITO PUENTE, JR. ORCHESTRA
PERFORMANCE CONTRACT RIDER**

This rider is hereby made part of the contract to which it is attached. By executing the face of said contract, Purchaser evidences agreement to fulfill the terms contained in this rider. Purchaser's failure to execute this rider by signing it in the spaces provided below shall not release Purchaser from the obligations set forth hereunder. Any changes and/or deletions in this rider must be approved in writing by Tito Puente Jr. or his management.

Purchaser agrees to provide the following at no cost to artist:

TRANSPORTATION

Two (2) First Class or Business Class (if First Class is unavailable) round trip airline tickets from Ft. Lauderdale or Miami (first preference: Ft. Lauderdale) for Mr. Puente and representative.

_____ Coach round trip airline tickets from Ft. Lauderdale or Miami for orchestra.

NOTE: All flight arrangements must be approved by Artist or management. Please do not purchase tickets without this approval.

All internal ground transportation by air-conditioned limousine or town car with driver for Mr. Puente, and air conditioned 14-passenger van or tour bus for orchestra. Internal ground transportation includes travel to and from airport, hotel, any and all promotional appearances, sound check, performance, and dinner either before or after performance.

NOTE: Vehicles transporting orchestra should have sufficient space for storage of personal baggage, musical instruments, etc. Otherwise, a separate vehicle (cargo van, truck, or the like) must be made available.

ACCOMODATIONS

Two (2) non-smoking rooms with King beds in a 4-star Hotel for Mr. Puente and representative.

_____ double hotel rooms and _____ single hotel rooms (smoking preferences TBA) for orchestra.

NOTE: Mr. Puente's hotel should have room service, laundry/dry cleaning services, health club/pool, internet access/business center, and be within reasonable distance of performance venue.

VENUE

One (1) fully cleaned, lockable dressing room (key to be given to Artist or manager only) complete with full length mirror, well maintained rest room, hot and cold running water, clothing rack, soap and a minimum of six (6) clean towels.

One (1) fully cleaned lockable band room (key to be given to musical director or manager only) complete with sufficient mirrors, well maintained restroom, hot and cold running water, a minimum of two (2) clothing racks, soap, and a minimum of two dozen (24) clean towels.

PER DIEM

A per diem of forty dollars (\$40 USD) per person, per day, to be paid to Artist or manager **in cash** upon arrival. **NOTE:** In the event that meals are provided in lieu of per diem, menus and/or meal arrangements must be presented to Artist or management prior to arrival for approval.

HOSPITALITY

The following items should be in Mr. Puente's dressing room at least two (2) hours prior to performance:

Hot, fresh coffee with half and half and sugar
Hot water and a variety of teas, with lemon wedges and honey
One (1) gallon of freshly squeezed orange juice
One dozen 12 oz. bottles of spring water
One dozen cans of assorted sodas (Coke, Diet Coke, Sprite, Club Soda)
Deli tray with meats, cheeses, and assorted rolls
Vegetable platter with a variety of dips
All condiments and utensils including ketchup, mustard, mayonnaise, salt, pepper, plates, knives, forks, spoons, glasses, napkins and cups
An ample supply of ice

NOTE: The above list also applies for placement in the band room at least one (1) hour prior to performance, making sure that quantities are increased and sufficient for the entire orchestra.

SOUND AND LIGHTS

Purchaser warrants that the sound and lighting systems and all their components are in good working condition and that it shall be the Purchasers responsibility to protect said systems and see to it that they are fully capable of meeting Artists needs at the time of performance.

Purchaser will provide Artist or management with a contact name(s) and phone number(s) of the event's Technical Director and/or sound/lighting company liaisons. Purchaser to provide ample sound and lighting personnel as needed for set-up, sound check, and performance.

Purchaser agrees to hold Artist harmless for any damages that might occur to the sound and/or lighting systems and/or components thereof for the duration of the engagement.

AUDIO/VISUAL RECORDING

It is understood that there shall be no audio or video taping or recording of any kind without the expressed prior written consent of Artist or management.

INSURANCE

Purchaser will obtain accident and public liability insurance for the event covered in this contract, and thereby will hold harmless Artist and all Artist's representatives and/or employees with regard to incidents involving personal property damage, personal injury, and any and all related incidents of this nature during the term of this contract.

POSTPONEMENT/CANCELLATION

Artist may postpone or cancel this contract and the services which are to be rendered hereunder, by giving Purchaser 45 days prior written notice, in the event said engagement would interface or conflict with the preparation for or rehearsal of an appearance in a television series or special, a video taping, a legitimate stage production, an engagement in Atlantic City, New Jersey, the State of Nevada, a US or international tour, or the production of a record in which the Artist is involved. If postponed, said engagement shall be rescheduled for a mutually agreeable date within one (1) calendar year of the original engagement.

OPENING ACTS

Artist or management reserves the right to approve all opening acts. All other acts scheduled to appear on the same show with Artist must be disclosed prior to execution of contract.

COMPS

Artist to receive a minimum of twelve (12) complimentary tickets per performance in a preferred area.

Orchestra members to receive two (2) complimentary tickets per player per performance.

PLAY RAIN OR SHINE

Artist's performance is "Play Rain or Shine". Therefore, should inclement weather render the performance impossible, unsafe, or not feasible per Artist's sole discretion, Artist's obligation to perform shall be deemed cancelled and in such event, Artist shall be paid the full price guaranteed hereunder. Any and all monies due Artist pursuant to this agreement shall be paid immediately upon notice of such cancellation.

COPIES/EMAILS

Copies transmitted by telecopiers, fax machines, and/or emails, each of which shall be given the same force and effect as the original, may execute this agreement.

This agreement shall be deemed to have been made in the City of Miami, Florida, USA, and that it's validity, construction, and effect shall be governed by the laws of the State of Florida, United States of America.

AGREED TO AND ACCEPTED:

(Purchaser)
Date:

(Artist)
Date:

**TITO PUENTE, JR.
INPUT LIST**

CHANNELS

- | | |
|----------------------------|----------|
| 1. TITO'S PERC (LEFT-FAR) | |
| 2. TITO'S PERC (LEFT) | |
| 3. TITO'S PERC (CENTER) | |
| 4. TITO'S PERC (RIGHT) | |
| 5. TITO'S PERC (RIGHT-FAR) | |
| 6. BONGOS (L) | |
| 7. BONGOS (R) | |
| 8. CONGAS (LEFT) | |
| 9. CONGAS (RIGHT) | |
| 10. BASS | (DI) |
| 11. KEYS (LEFT) | (DI) |
| 12. KEYS (RIGHT) | (DI) |
| 13. TRUMPET 1 | |
| 14. TRUMPET 2 | |
| 15. TROMBONE 1 | |
| 16. TROMBONE 2 | |
| 17. FLUTE | |
| 18. ALTO SAX | |
| 19. TENOR SAX | |
| 20. BONGO'S VOCAL | BKG VOX |
| 21. SINGER 1 | BKG VOX |
| 22. SINGER 2 | BKG VOX |
| 23. TITO | LEAD VOX |
| 24. SPARE MIC | |

MONITOR REQUIREMENTS

MIX

16

WEDGES QTY

- | | |
|------------------|---|
| 1. LEAD VOX | 2 |
| 2. BKG VOX | 2 |
| 3. PERCUSSION | 2 |
| 4. BASS & KEYS | 2 |
| 5. TRUMPET 1 & 2 | 2 |
| 6. TROMBONES | 2 |
| 7. FLUTE & SAX | 2 |
| 8. SIDEFILLS | 2 |