

COPY OF LETTER SENT TO ALBERT TAVEL FROM DICK HENRY JULY 20, 1954

Dear Albert:

Regarding MARY MON TOY: She has had the contract translated and there are several things in same that she wants altered. The following are some of the conditions in the contract:

"The Management reserves the right to cancel the contract purely and simply in case of lack of ability on the part of the artist:

During the first ten rehearsals;

During the first five days of performance.

In this case, no special payments will be made to the artist.

But the artist may be payed for the performance in which he participated.

Another clause:

"In order to create a cordial and animated atmosphere, the artists are at the disposition of the Management to play in the Room the roles which will be given them and will observe all orders."

Mary has no objection to carrying out orders in the stage role and show.

Another clause:

"It is understood and accepted that the artist will take part every three days at a minimum in the four A.M. show.

Please explain the above minimum.

Another clause:

"It is understood that the artist will wear Reard Brassieres and panties furnished by the Management.

I would like to know the meaning of "Reard brassieres and panties.

Another clause:

"In case the Spectacle is banned by the authorities, salary will be suspended for the duration of the ban. If the interruption lasts more than ten days, each party may cancel the present contract without forfeit.

Can you explain for what reasons the authorities may ban the Spectacle?

Another clause:

The artist authorizes the Director to diffuse, publish, reproduce or sell his photographs for the publicity of the house."

I suppose this means photographs in programs, etc.

I would greatly appreciate your clarifying all of the aforementioned, so there will be no mis-information.

She further, will not pay more than 10% total commission on this salary.

I will hold the contracts until you advise me regarding all of the above.



COPY OF LETTER TO DICK HENRY FROM ALBERT TAVEL EXPLAINING CONTRACT.

1. The clause regarding the cancellation, you can cross out.
2. It is of course understood that if there is a part to play in the room, this will only be in the fram of the show. However, this is very unlikely, and to precise, I wish to tell you that there is no question of the artistes being asked to mix with the audience.
3. There is at the Nouvelle Eve a two-hoursshow from ten to midnight; a one-hour show between three and four. All artistes booked there have to play this little third show once every three days. It is never more, but if you wish to cross out the word "minimum " it will be o.k. However, as MARY MON TOY is a singer there are nine chances out of ten that she will not be asked to sing in this third show. However, this clause stands good for all artistes.
4. "REARD" is the trade mark of the brassieres and panties used at the Nouvelle Eve and it is logical that the management wishes all artistes to wear the same.
5. I do not see why this clause should be in at all, and you may also cross it out. It has never happened that the show of the Nouvelle Eve be banned
6. This really means that the management has the right to have photos of the artistes in the programmes; in the hobby; in their souvenir progamme, and so on.
7. Regarding the commission, it is o.k. for her to only pay 10% which we shall split between our two offices.
8. There is no question and no obligation for MARY MON TOY to do nudes.

In any case, there is one thing I should like you to mention to Mary Mon Toy, and that is that the management of the Nouvelle Eve is an extremely nice management, and that all artistes without exception have always been very happy there.

You are of course aware that artistes do not pay any taxes in France, and that they are allowed to transfer 50% of their salaries to the States at the official rate.



2. The present engagement is for the duration of six months with option for renewal.
5. The salary allowed being above union rates, the artist will not be paid for rehearsals.
6. The Management reserves the right to cancel the contract purely and simply in case of lack of ability on the part of the artist:  

During the first ten rehearsals;  
During the first five days of performance.
7. In this case, no special payments will be made to the artist.
8. But the artist may be paid for the performances in which he participated.
9. In case of breach of contract, the penalty will be equal to one month's salary.

#### SPECIAL CONDITIONS

11. It is understood that the artist will take part in the continuous spectacle during the evening as needed.
12. No outsider can enter the artist's dressing room.
13. The present contract can be extended only on the decision of the Management.
15. Artists are engaged to play all roles which are handed to them, to make all entries and presentations desired by the Management in the tableaux and finales and shall take part in the choruses and ensembles.
16. In order to create a cordial and animated atmosphere, the artists are at the disposition of the Management to play in the Room the roles which will be given them and will observe all orders.
17. The artist is not allowed even after the expiration of the present contract to use the numbers produced by the Management in other theatres.
18. Artists will be made up according to the needs of the management, which also will supply a hairdresser. They will use exclusively Lipfilm Lancaster and must make up their bodies and legs with the makeup base provided by the Management.
21. The Management reserves the right to change the artist's music...
22. Given the large number of artists engaged, the Direction can in no case provide a private dressing room.
23. It is understood and accepted that the artist will take part every three days at a minimum in the four A.M. show.
24. It is strictly forbidden to dress oneself in the stage costumes for use off stage.
25. It is understood and accepted that the artist will wear ~~new~~ brassieres and panties furnished by the Management.
26. Hair color and length will be determined by Management.
28. It is formally forbidden to leave the night club during intermission without permission

#### GENERAL CONDITIONS

1. The artist must perform his number or production at all performances.
2. The artist will be available without salary for orchestra rehearsals and others.
3. The artist cannot perform in any establishment of the city, even without pay, for the duration of this contract without written authorization.
4. In case of illness, the artist must warn the Management which can send its house doctor to check. The artist will receive pay only for the number of days performed and if the sickness last more than eight days, the Management will have the right to cancel the present contract without paying forfeit.



5. In case of war, etc., the Direction has the sole right to break the present contract without paying of a forfeit.
6. With the signing of the present contract, the artist cannot henceforth change the production for which he has been engaged.
7. The Management is not responsible for accidents which may occur during the course of performances except as covered by Social Security.
8. The Management is NEVER responsible for loss of objects by the artist or by damage to them.
9. The present contract can be canceled immediately and without appeal without warning or damages in the following cases:

Refuse or interruption of service, public scandal, threats or assault on the public or a member of the House, inability to work, complaint from the authorities, or repeated negligence.

10. Salary is payable every ten days/////according to usage, five days pay will be held back as a guarantee. This sum will be paid at the end of the contract.
- X 11. In case the spectacle is banned by the authorities, salary will be suspended for the duration of the ban. If the interruption lasts more than ten days, each party may cancel the present contract without forfeit.
12. The Management makes up the program and its publicity as it wishes and no complaint can be made by the Artist on this subject. The Artist, if he quits his job for any reason whatsoever can take no steps against the Management regarding such publicity.
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X  
program  
X 13. The artist authorizes the Director to diffuse, publish, reproduce or sell his photographs for the publicity of the house.
14. If the Direction demands one or several songs, even beyond the Spectacle for which the artist was engaged, the artists cannot refuse or demand additional payment.
15. The artist must conform to French regulations for work<sup>int</sup>-papers, etc.
16. All legal suits will be submitted to the competent courts in the Department of the Seine which has exclusive jurisdiction.

The direction will allow the artist a round trip New York-Paris in tourist class.



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NEW YORK 19, N. Y.



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