

Parcel: 1318-27-001-009

Recorded at the request of:
Kessman Group Painting and Designs
Prepared by and to be returned to:
LienItNow.com
160 SW 12th Avenue, Suite 103A
Deerfield Beach, FL 33442



KAREN ELLISON, RECORDER

NOTICE OF LIEN
Nev. Rev. Stat. § 108.226

TO: OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY

FROM: CLAIMANT:

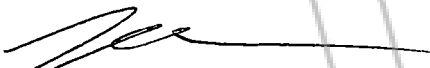
Kessman Group Painting and Designs, 6655 S Tenaya Way, Suite 150, Las Vegas, NV 89113

The undersigned claims a lien upon the property described in this notice for work, materials or equipment furnished for the improvement of the property:

1. The amount of the original contract is: \$143,075.00
2. The total amount of all additional or changed work, materials and equipment, if any, is:
\$153,762.28
3. The total amount of all payments received to date is: \$234,525.41
4. The amount of the lien, after deducting all just credits and offsets, is: \$62,311.87
5. The name of the owner, if known, of the property is: Amusement Services Unlimited, Attn: Donald L. Irish, Partner, 1473 Thunderbird Drive, South Lake Tahoe, CA 96150
6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: Bill Dickson Construction Services, 4312 Jacob Patrick Court, Sparks, NV 89436
7. A brief statement of the terms of payment of the lien claimant's contract is: see attached
8. A description of the property to be charged with the lien is: Hard Rock - Lake Tahoe, 50 Highway 50, Stateline, Douglas County, NV 89449; Parcel ID: 1318-27-001-009


Dated: 8-28-2015

Kessman Group Painting and Designs

By: 
Matthew T. Kessman, President

Verification

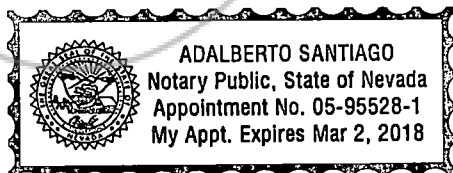
I, the undersigned, state: I am the President of Kessman Group Painting and Designs the claimant named in the foregoing Notice of Lien. I am authorized to make this verification for the claimant. I have read the foregoing Notice of Lien, know the contents thereof and state that the same is true of my own personal knowledge, except those matters stated upon information and belief, and, as to those matters, I believe to be true.


Matthew T. Kessman

STATE OF Nevada
COUNTY OF Clark SS:

I CERTIFY that on August 28, 2015, Matthew T. Kessman personally came before me and stated to my satisfaction that this person

- (a) was the maker of the attached instrument; and,
- (b) was authorized to and did execute this instrument as the President of Kessman Group Painting and Designs, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity.





CONSTRUCTION SUBCONTRACTOR AGREEMENT

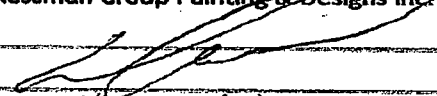
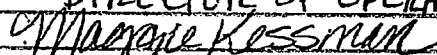
THIS AGREEMENT, made as of the 18th day of November, 2014, between Contractors: Bill Dickson construction Services, LLC, located at: 4312 Jacob Patrick Ct., Sparks, NV 89436, (775) 691-2524 ("Contractor"); and Kessman Group Painting & Designs Inc., 8022 S. Rainbow Blvd, Suite 250, Las Vegas, NV 89139 and (702)-460-3886 thereafter ("Subcontractor").

The Project is:	The Project Number is:
Hard Rock Tahoe 50 Highway 50 Stateline, NV 98449	# CSD 14385

FOR AND IN CONSIDERATION of the covenants and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged by and between the parties hereto, Contractor and Subcontractor agree as follows:

1. The "Contract Documents" consist of this Agreement, Drawings, Drawing Lists, Specifications, Scope of Work, Project Schedule and Authorizations together with other documents listed as Exhibits in this Agreement and Modifications issued after execution of this Agreement hereafter ("Contract") and are as fully a part of the Contract as if attached to this Contract or incorporated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Order of Interpretation is first the most current Change Order, Amendments to the Construction Drawings, most current memo or interpretations of Construction Drawings, Original Construction Drawings, Contract Documents and Amendments.
2. The Contractor shall pay the Subcontractor in current funds for the Subcontractor's performance the sum of \$143,075.00 subject to additions and as provided in the Contract Documents. Contractor reserves the right under this paragraph to require Subcontractor to make changes in the Work, including additions thereto and deletions therefrom. Should Contractor's Prime Contract Scope of Work with Owner be reduced by way of units to be completed, the Subcontractor's contract will be reduced accordingly by a Deductive Change Order.

This Contract is entered into as of the day and year first written above and is executed as an original. Please forward executed copy to the Contractor.

Company: Bill Dickson Construction Services LLC	Sub Name: Kessman Group Painting & Designs Inc.
Signature:	Signature: 
Print Name:	Print Name: TOM KESSMAN
Title:	Title: DIRECTOR OF OPERATIONS
Witness:	Witness: 

CONSTRUCTION SUBCONTRACTOR AGREEMENT

3. Time is of the essence in this Contract and the Subcontractor hereby specifically acknowledges and agrees that the Subcontractor's performance in completing the Scope of Work contained within Exhibit "A", including Exhibit "A-M", is time sensitive and critical to the Contractor and will cause substantial financial harm if not completed within the time scope as defined in Paragraph 5 of this Contract. Should the Subcontractor, in the sole determination of the Contractor, at any time refuse, or be unable to supply a sufficient number of properly skilled workmen, sufficient quantity of materials or proper quality, fail to perform the Scope of Work with promptness and diligence as per the Project Schedule defined in Exhibit "B", or fails in the performance in any of the agreements herein contained, fail to correct, replace, and/or re-execute faulty, non-conforming or defective work or materials, or file for or be declared bankrupt, or go into any form of receivership, or become insolvent; or should any workmen performing work by the Contract engage in a strike or other work stoppage or cease to work due to picketing; or should the Subcontractor fail to timely pay its employees, agents, suppliers, Contractor, may at its option, after twenty-four (24) hours written notice to the Subcontractor, provide any such labor and materials necessary to protect the rights and interest of the Contractor and deduct the cost thereof from any money then due and owing or thereafter to become due the Subcontractor under this Contract. Furthermore, in the event Subcontractor shall become indebted to Contractor for any and all costs, fees, expenses or claims on this project or any other projects, Contractor shall be entitled to set aside and deduct any sums owed Subcontractors under this Contract. After such corrective efforts, if the Contractor, in its sole determination, determines that the Subcontractor is still not satisfactory performing under the term of this Contract, the Contractor may immediately terminate this Contract upon written notice and any additional costs incurred because of this paragraph will be deducted from the agreed price as set forth in paragraph two (2) of this Contract. It is agreed that Subcontractor will be fully compensated for all complying and accepted work completed within the time requirements of this Contract. If any disagreement between subcontractor and Contractor arise, the work, will start or continue as ordered by the Contractor and will not be slowed down, stopped or delayed by the Subcontractor. Any claims, complaints or disputes arising out of or relating to this subcontract shall be settled under the Construction Industry rules then in force of the American Arbitration Association and all parties agree to be bound by this arbitration. The site of the Arbitration will be in Orlando, Florida.
4. Upon termination of this Contract for any reason by the Contractor, the Subcontractor shall immediately (a) deliver to Contractor an accounting of any Deposit, including names and addresses of all material men who received payment from the Deposit and copies of all invoices for materials which the Subcontractor claims have been paid or need to be paid from the Deposit; (b) return to the Contractor any portion of the Deposit not yet spent by the Subcontractor or owed by the Subcontractor to third-party material men, suppliers or vendors for materials ordered by the Subcontractor in connection with this Contract; (c) deliver any materials in the Subcontractor's possession paid for out of the Deposit (either prior to or out of the Deposit at the time of termination of the Contract); and (d) assign any and all rights of Subcontractor in materials paid for out of the Deposit to Contractor.
5. The date of commencement for the work as covered in this Contract shall be November 19, 2014, with Substantial Completion of the work not later than end of December 28, 2014, for the Scope of Work, subject to adjustment of this Contract Time, by fully executed Change Order and the Project Schedule.
6. The Subcontractor acknowledges that there is a Project Schedule attached to this Contract as Exhibit "B". The Project Schedule is a logical network prepared in the critical path method or other sequential network and in use within the construction industry and it shall be the Subcontractor's responsibility to use its best efforts and to act with due diligence to maintain the progress of the Scope of Work in accordance with this Project Schedule. Subcontractor will be prepared to accelerate the work as required and to work after normal working hours when needed.
7. Based upon Applications for Payment submitted to the Contractor by the Subcontractor, the Contractor shall make progress payments on account of the Contract Sum to the Subcontractor as provided below. Application for Payment shall be based upon the schedule of values submitted by the Subcontractor within five (5) days of

CONSTRUCTION SUBCONTRACTOR AGREEMENT

the Contract date in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor and/or Owner may require. Subcontractor shall submit to Contractor progress payment application showing the value of the Work installed ("Completed Work"), plus the value of the material and equipment for incorporation in the Work suitably stored and Insured (to the satisfaction of Contractor) at the Project site or other approved location ("Stored Work"), as of the date submitted. Subcontractor shall also furnish to Contractor with Subcontractor's first Application for Payment, a list of all companies, entities and individuals supplying labor or materials for the performance of the Work ("Vendor/Supplier Information Schedule" attached as Exhibit "I"). Such Vendor/Supplier Information Schedule shall be updated with every Application for Payment submitted thereafter. Subcontractor shall submit such application for payment **NO LATER THAN THE 1st & 15th DAY OF EACH MONTH** utilizing the payment form herein attached as Exhibit "D". Contractor shall review each Application for Payment, together with supporting documents as required by this Contract and as otherwise requested by Owner or Contractor. Contractor shall then approve, modify or reject, in whole or in part, such Application for Payment. Contractor reserves the right to advance the date of any payment (including Final Payment) due or to become due under this Contract, in its sole discretion, it becomes desirable to do so. **All applications for payment submitted by the subcontractor MUST be submitted on approved form included as Exhibit "D". No other forms will be accepted. Applications for payment submitted on non-approved forms will be REJECTED and returned to the Subcontractor and will delay payment for same.** Subcontractor shall not be entitled to any payment until this Contract has been properly executed and all documents and/or information to be furnished by Subcontractor have been supplied to Contractor.

8. **Monthly Applications for payment take 15 days for processing. Applications for payment must be received by the 1st day of each month will be processed and paid by the 15th of the same month. Applications for payment shall also be received by the 15th of the month to be processed and paid by the 1st of the following month.** The Contractor shall make payment to the Subcontractor, as required under this Contract. Contractor shall make a progress payment to Subcontractor equal to the value of Completed Work, to the extent approved by Contractor and allowed and paid by Owner on account of the Work To the fullest extent permitted by law, Contractor shall have no liability or responsibility for any amounts due or claimed to be due Subcontractor for any reason whatsoever except to the extent the Contractor has actually received funds from Owner specifically designated for disbursement to Subcontractor. **Contractor shall pay Subcontractors only after receipt of payment from Owner. Pay when paid contract supersedes all other payment terms in this contract.**
9. Each application for payment will have 10% retainage held out until such time as the Owner makes final payment to Contractor. Subcontractor will be required to furnish evidence satisfactory to Contractor that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or Incurred in connection with this Contract. Upon submittal of Final Payment Application, Subcontractor acknowledges that final payment may take up to 60 days for Contractor to receive final payment from Owner.
10. Subcontractors shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and **comply with all statutes, ordinances, rules, regulations and orders of any governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity and pay any fines or penalties imposed for any violations thereof.** Subcontractor shall receive and promptly respond to, and shall defend, indemnify and hold harmless Contractor and Owner, as well as anyone to whom Contractor is obligated, and their agents, from any loss, liability or expense arising from any such violations and any citations, assessments, fines or penalties resulting therefrom.

CONSTRUCTION SUBCONTRACTOR AGREEMENT

11. Subcontractor will not undertake any additional work on the project without a signed Change Order from Chris Kersey ONLY. The project manager and onsite superintendents are not authorized to issue change orders. Should Subcontractor provide any additional work on this project without a signed change order from Chris Kersey, the Subcontractor does so at its own risk.
12. Subcontractor is responsible for all applicable sales taxes, delivery costs, permit costs and all other charges associated with the completion of the Scope of Work.
13. All manufactures' and subcontractors' warranties will be transferred to Owner upon payment in full for each such item. Subcontractor will warranty its work for twelve (12) months, including materials and labor, for all work completed within the Scope of Work defined in Exhibit "A". The warranty period commences upon the date of Substantial Completion. Subcontractor will respond to all requests for warranty work within three (3) business days absent an emergency affecting the safe operation of the property. In the event of an emergency, Subcontractor will respond as soon as reasonably possible.
14. To the extent permitted by law, Subcontractor on behalf of itself, its agents, and employees hereafter ("Indemnitors"), shall indemnify, protect, defend, save and hold the Contractor and their respective agents, beneficiaries, employees, shareholders, members and partners, hereafter ("Indemnitites"), harmless from and against all liability, damage, loss, claims, demands, actions, and expenses of any nature whatsoever, including but not limited to, attorney's fees and costs connected with (i) the performance of the Scope of Work by the Indemnitors; (ii) any act or omission of the Indemnitors; (iii) any accident or occurrence which happens in or about the place where any portion of the Scope of Work is being performed by the Indemnitors.
15. Subcontractor shall purchase and maintain, until final payment has been released, all Contractor and Owner required insurances references in Exhibit "K" as per the Owner's Insurance Requirements and must meet or exceed the amounts required of the Contractor and shall furnish Owner evidence that such insurance coverage's are currently in effect. Moreover, Subcontractor is to name Owner as additional insured's on Subcontractor's Commercial general Liability Insurance and will provide Owner with a waiver of subrogation from Subcontractor's General Liability and Worker's Compensation carrier. Subcontractor shall obtain Form No.) A1-1175 or its equivalent from its Commercial General Liability Insurance Carrier. No work shall be commenced under this Contract until Contractor shall have obtained the following insurance. **NO EXCEPTIONS.** Subcontractor shall furnish Contractor copies of current, valid and binding, workmen's compensation insurance (**exemption certificates will NOT be accepted**), liability insurance, occupational licenses and such further insurance information as Contractor will request in which Contractor and Owner will be named as additional insured with subrogation rights waived.
 - a. Workmen's Compensation in accordance with the laws of the State of Florida, including a broad form, all states endorsement, and employer's liability in an amount not less than FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS.
 - b. Comprehensive General Liability Insurance
 - i. Bodily Injury Liability in an amount not less than ONE MILLION AND NO/100 DOLLARS per occurrence and TWO MILLION AND NO/100 DOLLARS aggregate.

CONSTRUCTION SUBCONTRACTOR AGREEMENT

16. Subcontractor shall not assign this Contract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work, without the prior written consent of the Contractor. If Contractor gives written consent to an assignment of this Contract, in whole or in part, Subcontractor shall not be relieved of its duties and obligations hereunder and shall be and remain fully responsible and liable for acts and omissions of its assignees. Nothing herein shall prevent Subcontractor from engaging sub-subcontractors to perform a portion of the Work hereunder. However, Subcontractor shall be and remain as fully responsible for all persons directly or indirectly employed by such sub-subcontractors as Subcontractor is for its own acts and omissions and those of its agents, servants and employees.
17. Before any sub-subcontractor or supplier is employed by Subcontractor, the name of such sub-subcontractor or supplier shall be submitted, in writing, to Contractor, and no sub-subcontractor or supplier shall be employed unless acceptable to Contractor. Each sub-subcontractor and supplier shall be bound by all Contract Documents to the same extent and with the same effect as if the sub-subcontractor or supplier were the Subcontractor.
18. Subcontractor shall, at its own expense (a) keep the premises at all times free from waste materials, packaging and other debris accumulated in connection with the Work by collecting and removing such debris from the job site on a daily or other basis requested by the Contractor; (b) at the completion of the Work in each area, sweep and otherwise make the Work and its immediate vicinity "broom-clean"; (c) remove all of its tools, equipment, scaffolds, temporary structures and surplus materials as directed by Contractor at the completion of the Work; and (d) at final inspection clean and prepare the Work for acceptance by Owner. The subcontractor shall participate in a walking punch when turning over property back to the owner.
19. A condition of accepting this Contract is that the undersigned will not perform work for the Owner of the location or site of this project, for a period of one (1) year from the day last work is performed without the written consent from Contractor. At any such time that Owner makes contact or attempts to make contact with Subcontractor, it is Subcontractor's responsibility to make Contractor aware of the situation immediately.
20. Dispute Resolution (Binding Arbitration): The parties agree that ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT, ANY WORK PERFORMED UNDER THIS CONTRACT, OR ANY OTHER DEALINGS BETWEEN THE PARTIES IN CONNECTION WITH THIS CONTRACT SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) AND ADMINISTERED BY AAA. Binding arbitration shall be the sole and exclusive remedy of the parties regardless of whether any dispute, claim, or controversy is expressed in terms of contract, warranty, tort, or any other legal, equitable, or statutory theory. The decision and award of the arbitrator shall be binding and conclusive, and judgment in conformity with the decision and award may be entered and enforced in any court of competent jurisdiction. Any issue as to whether a dispute, claim, or controversy is subject to this arbitration requirement shall be decided by the arbitrator. The parties agree that the arbitration provision in this contract are governed and controlled by the Federal Arbitration Act. Subcontractor agrees that the Owner of the project is an intended third-party beneficiary of the arbitration provisions contained in this contract and shall have the right, but not the obligation, to compel arbitration of any claims asserted by or on behalf of Subcontractor. In the event of any dispute initiated by either party to enforce the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs. The parties agree that jurisdiction and proper venue for any dispute resolution will be Orange County, Florida.
21. Subcontractor has inspected the property and respective project at least one (1) time prior to submitting their respective proposal and agrees the plans and specifications and site conditions are adequate to perform the Scope of Work required by this Contract.

CONSTRUCTION SUBCONTRACTOR AGREEMENT

22. If any term or provision of the Contract Documents shall be found by a court of competent jurisdiction to be invalid, unenforceable or in violation of the laws, statutes, ordinances or regulations of any public authority having jurisdiction thereof, then, notwithstanding such term or provision(s), this Contract shall be and remain in full force and effect and such term shall be deemed stricken.

COPY

CONSTRUCTION
SUBCONTRACTOR AGREEMENT

Exhibit "M"

SUBCONTRACTOR WARRANTY

Name: **Hard Rock Tahoe (CSD14385)**
Address: 50 Highway 50, Stateline, NV 98449

We, _____
(Enter Company Name and Address Here)

Warrants the Subcontract Work against all deficiencies and defects in materials and/or workmanship for the warranty period called for in the Prime Contract, or longer if required by applicable law. If no specific warranty period is required by the Prime Contract or applicable law, Subcontractor warrants the Subcontract Work for a period of one (1) year. Warranty shall commence to run at such times as required by Prime Contract and, in the absence of such requirement, when Substantial Completion of the project has been certified in accordance with the Prime Contract.

Date: 01/06/2016
(Today's date)

KESSMAN GROUP PAINTING & DESINGS INC.

(Subcontractor Company Name)

By: _____

(Company Representative Signature)

TOM KESSMAN

(Company Representative Printed Name)

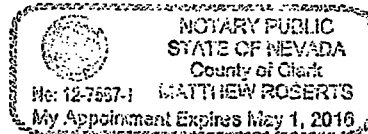
Title: DIRECTOR OF OPERATIONS

STATE OF: Nevada
COUNTY OF: Clark

The foregoing instrument was acknowledged before me this 6th day of January, 2015, by Tom Kessman who is personally known to me or who has produced NV R 3722 as identification and who did/did not take an oath.

My Commission Expires: May 01 2016

Notary Public: M. Roberts



**CONSTRUCTION
SUBCONTRACTOR AGREEMENT**

Exhibit "N"

SUBCONTRACTOR GUARANTEE

Name: **Hard Rock Tahoe (CSD14385)**
Address: 50 Highway 50, Stateline, NV 98449

We, _____
(Enter Company Name and Address Here)

on the above reference project, do hereby guarantee that all labor and materials furnished and work performed by us are in accordance with the Contract, Drawings, and Specifications, and authorized alterations and additions thereto.

Should any defect develop within one (1) year from date of completion and acceptance of the Work by the Owners, due to improper materials, workmanship, or arrangement, the same will upon written notice be made good by us without expense to the owners.

Date: 01/06/2015
(Today's date)

KESSMAN GROUP PAINTING & DESINGS INC
(Subcontractor Company Name)

By: _____
(Company Representative Signature)

TOM KESSMAN
(Company Representative Printed Name)

Title: DIRECTOR OF OPERATIONS

STATE OF: Nevada
COUNTY OF: Clark

The foregoing instrument was acknowledged before me this 6th day of January, 2015,
by Tom Kessman who is/are personally known to me or who has/have
produced NV DL 3722 as identification and who did/did not take an oath.

My Commission Expires: May 06 2016

M. L. Roberts
Notary Public

