



## Service Agreement

This service agreement (the “Agreement”), between:

**Stonecrest Georgia**, registered to, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Georgia, 30038, USA  
(the “Client”)

-AND-

**Sound Diplomacy Inc**, registered to 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808, USA; Company registration no: 82-4966459  
(the “Consultant”)

### 1. ENGAGEMENT OF THE CONSULTANT

- 1.1 The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide Services to the Client, as detailed in this Agreement.
- 1.2 The Consultant is agreeable to providing such Services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

### 2. SERVICES OF THE CONSULTANT

- 2.1 The Client hereby agrees to engage the Consultant to provide the Client with professional services. These services shall include consultation and advice, as outlined herein and further described in the attached Scope of Services (the “Services”).
- 2.2 The Consultant shall serve as the Client’s professional representative in activities to which this Agreement applies and shall consult with and advise the Client during the performance of these Services.

### 3. RESPONSIBILITIES OF THE CLIENT

- 3.1 The Client, without cost to the Consultant, will perform the following in a timely manner so as not to delay the services of the Consultant:
  - (a) Assist the Consultant by placing at the Consultant’s disposal all available information pertinent to the Project including previous reports and any other data relative to services provided.
  - (b) Assist the Consultant as necessary in acquiring access to and making all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform the work under this Agreement.
  - (c) Designate in writing a person to act as the Client’s representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit

instructions, receive information, interpret and define the Client's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all reports presented by the Consultant, obtain advice as the Client determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

- (d) The Client shall intercede on the Consultant's behalf when data from, or review by third parties is not on schedule through no fault of the Consultant.
  - (e) The Client's review of any documents prepared by the Consultant shall be solely for the purpose of determining whether such documents are generally consistent with the Client's intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.
  - (f) The Client will be given exactly 2 weeks from receiving the final report from the Consultant to give their feedback.
- 3.2 The Parties agree to do everything reasonably necessary to ensure that the terms of this Agreement take effect.

#### 4. REPRESENTATIONS AND WARRANTIES

Each Party warrants to the other as follows: that it is validly existing and in good standing under the laws of their state formation; that it has full power and authority to execute and deliver this Agreement; No other proceedings or actions on the part of the warranting Party are necessary to approve and authorise the execution and delivery of this Agreement, or the performance of its obligations under this Agreement; all of its agents and employees shall remain in good standing at all times during the term of this Agreement; and it has acquired any and all licences, certificates and/or approvals required under all applicable laws, regulations and authorisations for the performance of the services by it required by the Agreement

#### 5. TERM OF AGREEMENT

- 5.1 The term of this Agreement (the "Term") will begin on the **TO BE CONFIRMED** and will remain in full force and effect until the completion of the Services, or when otherwise terminated by either party, in accordance with this clause.
- 5.2 In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party shall give the defaulting Party notice that on the date specified in such notice, which date shall be not less than ten (10) days after the giving of such notice, all of the defaulting Party's rights under this Agreement shall terminate unless such default is curable and is in fact cured within the period specified in such notice, or unless such default is curable but cannot reasonably be cured within ten (10) days after the giving of such notice and the defaulting Party commences within such ten (10) days period to cure such default and prosecutes the same to conclusion with reasonable diligence. In the event the defaulting Party does not cure the default within the time provided in the notice, the non-defaulting Party may terminate this Agreement and require the defaulting party to indemnify the non-defaulting Party against all reasonable damages in accordance with Section 11.
- 5.3 This Agreement may be terminated at any time by mutual agreement of the Parties, subject to payment by the Client for all work completed and work undertaken but not yet submitted or invoiced. Except as otherwise provided in this Agreement, the obligations of the Consultant will end upon termination of this Agreement.
- 5.4 Invoices submitted by the Consultant to the Client are due within 30 days of receipt and shall be paid by wire transfer of immediately available funds or if necessary certified check.
- 5.5 The Fee as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Fee.
- 5.6 The Client shall reimburse to the Consultant all reasonable and necessary expenses, as agreed in advance, incurred in providing the Services.

#### 6. PAYMENT TO THE CONSULTANT

- 6.1 For the services rendered by the Consultant as required by this Agreement, the Client will provide payment (the “Fee”) to the Consultant of the following:
- (a) A fixed amount of \$88,500 USD to carry out the Services
- 6.2 Payment Procedure:
- (a) \$29,500 USD upon execution of this Agreement
  - (b) \$29,500 USD upon delivery of the draft economic impact report
  - (c) \$29,500 USD upon submission of the Final Report as described in the Proposal

## **7. CONFIDENTIALITY**

- 7.1 Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, contacts, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 7.2 The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive for 2 years after termination of this Agreement.
- 7.3 All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

## **8. OWNERSHIP OF INTELLECTUAL PROPERTY**

- 8.1 All intellectual property and related material that is specifically developed or specifically produced under the Agreement, (the “Intellectual Property”) will be the property of the Consultant. The Client is granted a non-exclusive license of the Intellectual Property and the Consultant agrees that the Client shall have the right to refer to any parts of the Intellectual Property that are already in the public domain (other than as a result of its disclosure by the Client in breach of this Clause).
- 8.2 The Client may not use the Intellectual Property for any other purpose other than that contracted for in the Agreement except with the prior written consent of the Consultant. The Client must also not amend, vary, or otherwise alter the Intellectual Property without the prior written consent of the Consultant. The Client will be responsible for any and all damages resulting from its unauthorized use of the Intellectual Property.
- 8.3 Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

## **9. RETURN OF PROPERTY**

Upon the expiry or termination of this Agreement, the Parties will return any property, documentation, records, or Confidential Information which is the property of the other party.

## **10. INDEMNITY AND INSURANCE**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stakeholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result

from or any material breach of this Agreement or the gross negligence or willful misconduct of the indemnifying party, its respective directors, stakeholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement for a period of two (2) years.

#### **11. STATUS AS AN INDEPENDENT CONTRACTOR**

The Consultant acknowledges and agrees: (a) that it is an independent contractor and not an employee of the Client and hereby expressly waives participation in the Client's employee medical, health, disability, 401(k) and other benefit plans; and (b) that it will take actions consistent with such status (including paying all income and other taxes on payments received pursuant to this Agreement).

### **MISCELLANEOUS PROVISIONS**

#### **12. GOVERNING LAW**

This Agreement shall be governed by the law of the State of Delaware

#### **13. INTENT AND INTERPRETATION**

13.1 This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by contract.

13.2 Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

13.3 The words "include", "includes", or "including", as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation".

13.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement.

13.5 Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

#### **14. TIME IS OF THE ESSENCE**

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The Parties understand and acknowledge that time is of the essence in completion of the Services.

#### **15. SUCCESSORS AND ASSIGNS**

15.1 Each Party binds himself and his partners, successors, executors, administrators and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators and assigns to the other party, with respect of all covenants of this Agreement.

15.2 Neither party shall assign, sublet or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Parties.

#### **16. NO THIRD-PARTY BENEFICIARIES**

This Agreement shall inure solely to the benefit of the Parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, against either Party.

**17. FEDERAL IMMIGRATION LAW**

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Delaware. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

**18. WAIVER**

No provision of this Agreement may be waived except by written agreement of the Parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

**19. SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

**20. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Client and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Client and the Consultant.

**21. NOTICE**

21.1 Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by telex, facsimile, or tele-copy, or is sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth below.

21.2 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

(a) **Consultant:**  
**Sound Diplomacy Inc**  
% GNO Inc.  
1100 Poydras street  
Suite 3475  
New Orleans, LA 70163, USA  
Email: [kate@sounddiplomacy.com](mailto:kate@sounddiplomacy.com)

(b) **Client:**  
120 Stonecrest Blvd., Suite 190, Stonecrest, Georgia, 30038  
Email

Or to such other address as any Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

**Sound Diplomacy (Consultant)**

**City of Stonecrest, GA (Client)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Kate Durio \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ CEO North America \_\_\_\_\_

Title: \_\_\_\_\_

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

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



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# SOUND DIPLOMACY

## STONECREST, GEORGIA FILM, MUSIC & DIGITAL MEDIA STRATEGIC PLAN

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PROPOSAL  
MARCH 2022



# INTRODUCTION



Sound Diplomacy is a team of researchers, strategic consultants and economists. We work with our clients to identify and quantify their challenges and provide solutions that drive economic and social development.

## THE CHALLENGE

## THE SOLUTION

## THE RESULT

<b>Demographic Challenge</b> How do places keep the people they have and attract the people they want?	<b>Research, Analyse, Strategise, Recommend, Plan, Programme, Manage</b> <ul style="list-style-type: none"><li>● Insight &amp; Economic Impact</li><li>● Urban Planning &amp; Architecture</li><li>● Commercial Optimization</li><li>● Policy &amp; Regulation</li><li>● Destination Marketing</li><li>● Placemaking &amp; Public Space Practices</li><li>● Venue Activations</li><li>● Recovery Strategy</li><li>● Masterplanning</li><li>● Events, Conferences &amp; Education</li></ul>	<b>1.</b> Economic growth for private and public enterprises, cities and places
<b>Tourism Challenge</b> How do places attract visitors seeking shared experience?		<b>2.</b> Talent attraction, retention and productivity
<b>Value Capture Challenge</b> How do communities leverage the inherent economic and social value of tourism and culture infrastructure?		<b>3.</b> Places where people want to live and work and where businesses want to invest
<b>Recovery Challenge</b> How do places recover in a more resilient and sustainable manner?		<b>4.</b> Cities and places become more more resilient and sustainable





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## STONECREST, GA - WHAT WE KNOW

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**Demographic** - How does Stonecrest keep the people and business it has and attract more?

**Tourism** - How does Stonecrest attract visitors seeking business and pleasure?

**Value Capture** - How does the community in Stonecrest leverage the economic and social value of the film, music and digital entertainment industries?

**Sustainability** - How can Stonecrest grow and maintain in a more resilient and sustainable manner?

Stonecrest has increasing potential to grow the film, music and digital entertainment sectors through the city's Film and Entertainment Commission. In connection with the DeKalb Entertainment Commission's Five Year Strategic Plan update, currently underway, the City of Stonecrest is poised to benefit from a complementary strategic plan development that will provide:

- Identifying locations for production and post-production activities and placement for opportunities to develop permanent production and post-production facilities;
- Regulatory and Permitting review to streamline and optimize all permitting (film, special event, fee schedule, use guidelines, etc.) across city, county and state;
- Best practices for industry engagement and professional development to create employment and business growth opportunities; and
- Maximizing the impact of the Stonecrest Film & Entertainment Commission, its Advisory Committee and it's projected work plan and staffing approach.

To achieve these objectives, Sound Diplomacy will deliver a comprehensive review, stakeholder engagement and data collection and analysis in tandem with tourism, Georgia, Metro Atlanta, DeKalb Entertainment Commission and Stonecrest stakeholders to inform an actionable Strategic Plan with recommendations presented on an implementation timeline with approximate budget needs and recommendations.

SOUND DIPLOMACY

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## OUR PROCESS

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### IDEATION

To set objectives and a project vision, we will ask relevant stakeholders to take part in a questionnaire and ideation workshop. The results of both will be summarised in an ideation document that will act as the manual for the project process.

### DATA GATHERING & ASSET MAPPING

We will work with local partners to identify and map business uses and key areas of regeneration. This will be presented as an interactive and easy to navigate digital map.

### STAKEHOLDER ENGAGEMENT

We will conduct extensive stakeholder engagement. The methods of engagement will depend on the intended audience, but will include a survey, roundtable sessions and 1-to-1 interviews.

### REGULATORY ASSESSMENT & COMPARATIVE ANALYSIS

We will review local and regional policies and explore how these impact the local ecosystem. We will then provide recommendations for how they can be improved based on your objectives and compare them to successful global case studies across a range of topics.

### ECONOMIC IMPACT ASSESSMENT

We will conduct macroeconomic research using a combination of official sources of information (NAICS), and primary research obtained from our own methods. Through this we will provide a measure of economic importance on three scales: direct, indirect and induced.

### FINAL REPORT & ACTION PLAN

We will present our findings in the form of a SWOT analysis of all of the findings, an executive summary and long form report with all research, data, analysis and recommendations, as well as solutions for ongoing support.



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## SCOPE OF PROJECT

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Our proven methodology to meet these deliverables is as follows for Film, Music and Digital Entertainment:

PHASE	DELIVERABLES
IDEATION	<ul style="list-style-type: none"><li>• Project Vision Workshop with local stakeholders</li></ul>
ASSET DATA GATHERING	<ul style="list-style-type: none"><li>• Interactive map</li><li>• Mapping Analysis</li><li>• Mapping Database</li></ul>
STAKEHOLDER ENGAGEMENT	<ul style="list-style-type: none"><li>• Online survey</li><li>• Two roundtables and Two one-on-one Interviews</li></ul>
REGULATORY ASSESSMENT & COMPARATIVE ANALYSIS	<ul style="list-style-type: none"><li>• Literature and policy review for a Regulatory Assessment</li><li>• Comparative Analysis of zoning, ordinances, bylaws, policies, licensing frameworks and strategic plans</li><li>• Case studies in Metro Atlanta and beyond of best practices for film, music and digital entertainment marketing, permitting, tourism, funding and industry engagement.</li></ul>
ECONOMIC IMPACT ASSESSMENT	<ul style="list-style-type: none"><li>• Direct, Indirect and Induced Economic Impact Assessment of key economic drivers, including employment</li></ul>
FINAL REPORT & ACTION PLAN	<ul style="list-style-type: none"><li>• Consolidated findings and data analysis report</li><li>• SWOT analysis</li><li>• Actionable recommendations and strategies</li><li>• Action Plan timelines and prioritization</li></ul>



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## WORK PLAN & PRICING

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We estimate this work will take nine to twelve months to complete. Sound Diplomacy will provide a dedicated project manager, researchers, economists, data analysts and our Head of Quality Assurance to the project. All work will be completed on a shared drive and a communication protocol will be established, including monthly updates to partners and stakeholders. This work has to be collaborative from the onset. That is our objective.

WORKPLAN	DURATION	FEE ESTIMATE
IDEATION	1 - 3 Months	\$10,000
ASSET DATA GATHERING	1 - 3 Months	\$10,000
STAKEHOLDER ENGAGEMENT	1 - 3 Months	\$15,000
REGULATORY ASSESSMENT & COMPARATIVE ANALYSIS	3 Months	\$12,500
ECONOMIC IMPACT ASSESSMENT	3 Months	\$26,000
FINAL REPORT & ACTION PLAN	2 - 3 Months	\$15,000
<b>TOTAL</b>	<b>9 - 12 Months</b>	<b>\$88,500</b>

**Please note:** Fee estimates listed above are based on providing all deliverables listed. If à la carte deliverables are selected, pricing may change. Payment terms are 33% due on signing of contract; 33% on delivery of Ideation and remaining balance due upon delivery of the final report. Any travel is yet to be determined with reimbursable costs. Otherwise all roundtables and interviews will be done virtually.



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## CONCLUSION

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Thank you for reading and we look forward to continuing our work together to develop an actionable strategic plan in Stonecrest that optimizes the film, music and digital entertainment industries.

Kindest Regards,

A handwritten signature in black ink that reads "Kate Durio".

Kate Durio  
CEO, North America

[kate@sounddiplomacy.com](mailto:kate@sounddiplomacy.com)

