

1.0 – Validity of the present document and lexicon

- 1.0.1

This document has the validity of a contract between the original author and the requester.

-1.0.2

Both parties must attain strictly to this document.

- 1.0.3

This document becomes void the instant one of the two parties infringes it.

Lexicon:

Original Author: Alexmaria/Socimi, the one that will be modelling the requested model.

Requester: whoever request a rolling stock model to be made by the original author.

Model: the 3D model of a pre-determined type of rolling stock requested by the requester.

1.1 - Obligations of the original author

- **1.1.1**
To provide the requester with a model of the train requested, made with the highest quality possible for the original author's skills.
- **1.1.2**
To provide such models in a reasonable amount of time, in relation to the model's complexity and number of variants to be made.
- **1.1.3**
To provide such models free of charge unless where specifically agreed to with the requester. In the case of a paid commission, the special rules in **section 1.5** apply.

1.2 - Rights of the original author

- 1.2.1

The original author has the right to refuse a request for any reason (model too complex, insufficient references, lack of information...). This can be done at any point before, during and after the modelling.

- 1.2.2

The original author has the right to make as many variations of the requested train as he pleases, even outside the original request, in regards to both liveries and other external differences, as long as these won't "steal" modelling time to the variations originally agreed to with the requester.

- 1.2.3

The original author has the undeniable right to be properly credited whenever the model is shared by the requester, either unmodified or modified. Refer to **rule D of section 1.4C** and to **rule C of section 1.4D** for instructions about proper crediting.

- 1.2.4

The original author has the right to refuse to accept a compiled form if required fields are missing or if the information entered is insufficient.

- 1.2.5

The original author has the undeniable right to refuse a request from people known to infringe the rules contained in this very document on a regular basis.

- 1.2.6

The original author has the right to upload the completed requested model to his website (www.socimi.it) and keep it available for public download, as long as the requester is credited.

1.3 Rights of the requester

- **1.3.1**

The requester has the right to receive the model within a reasonable amount of time and with all the variants requested.

- **1.3.2**

The requester has the right to receive the model free of charge (unless with previous agreements, as per paragraph **1.1.3**)

- **1.3.3**

The requester has the right to share the completed model on his website, but must strictly attain to **paragraph 1.2.3** and to all and **evry single rule of section 1.4C**.

- **-1.3.4**

The requester has the right to cancel his request at any given time.

- **1.3.5**

The requester has the right to be informed regularly about the modelling progress.

1.4 Obligations of the requester

THE REQUESTER MUST STRICTLY ATTAIN TO ALL OF THE FOLLOWING RULES.

1.4A - Before modelling

1.4A.1

The requester must provide a minimal amount of information about the train being requested. Compilation of the “Rolling Stock details” form included in this document fullfills this requirement.

1.4A.2

In case of a paid commission, all the details regarding payment must be agreed with the original author beforehand. The payment will be made when the modelling work has been completed.

1.4B – During modelling

1.4A.1

The requester must be patient.

Unexpected problems with the model, with the modelling software, with the PC hardware or real-life interferences might arise and disturb the original author’s work time and thus delay slightly the completion of the model.

1.4A.2

As per paragraph **1.3.5**, the requester has the right to be informed regularly about the modelling progress. However, the requester **MUST NOT** ask about modelling progress excessively frequently and must not be fastidious.

As a general rule, the original author will keep the requester informed about modelling progress.

1.4C – Sharing the completed mode.

The following are **STRICTLY PROHIBITED**:

A)

Private sharing via closed groups

The original author is not making models only for a select few. As per **article 1.2.6**, the original author has the right to upload the model to his website (www.socimi.it) and keep it available for public download.

B)

Re-distribution other than freeware (including payware, freemiumware, donationware and others)

The original author is not making models free-of-charge for others to profit on.

C)

Public re-distribution via means other than a proper website (including YouTube “share addons” videos and the like).

The model should be easily accessible by everyone and downloading it must not be a hassle.

Redistribution via means other than proper website is permitted only as an “emergency measure” and must be used sparcely.

- D)

Re-distribution without proper credit to the original author.

The requester can not take the merit of the modelling work from the original author.

The original author must be properly credited on the download page for the requested model.

The credits must include the following two:

A clear disclaimer that the original author has made the model

A link to the original author’s website (www.socimi.it).

Example of a proper “credit”:

*Model made in collaboration with **Socimi.it***

1.4D – Requester’s modifications to the completed model.

ANY MODIFICATION WITHOUT HAVING PREVIOUSLY INFORMED AND HAVING RECEIVED THE CONSENT OF THE ORIGINAL AUTHOR IS STRICTLY FORBIDDEN.

A)

Changing the dependencies is allowed

The original author strives it’s best to use the best dependencies available for his models. However, if better dependencies come afloat, the one on the requested model can be changed freely after having informed the original author, so that he will proceed to change the dependencies of similar models as well.

B)

Reskinning is allowed

As a general rule, the original author tries to cover as much livery variations of one train as possible. If one or more were not made, due to a variety of reasons, the requester can freely try his hands at attempting a reskin after having informed the original author.

If said reskin is successful and the result is of a good quality, the original author may request to redistribute it on his website as well, for the sake of completeness. This can be refused by the requester, as he has now become the author of his reskin.

C)

Modifications to the 3D models is allowed under certain conditions

As a general rule, after modelling work is done and the complete rolling stock pack requested has been made available, the original author will make available his “working folder”, including all 3D models, textures and reference images to the requester.

The requester can do any modifications to the 3D model as long as the modified model depicts a different class or livery than the original model.

As per **paragraph 1.1.2** (the “all variations possible” clause”), this will often result only in the possibility to make a fictional model.

The 3D model can be also used as a source for “parts” (such as couplers or bogies) to be used on eventual other 3D models belonging to the requester.

In both cases, the original author must be still properly credited on the modified model’s download page.

In the first case, use the following:

Base model made by Socimi.it

In the second case, use the following:

Some parts of the model were made by Socimi.it

Rules B, C and D of section 1.4C – “Sharing the completed model” ALSO APPLY to requester-modified models.

1.5 – Special rules for paid commissions

- 1.5.1

The following payment methods are accepted

- PayPal
- Bank transfers
- Steam Gift Cards (in exceptional cases)
- Hard cash (as a banknote collector i can accept also the price equivalent in out-of-tender notes)

The following are ABSOLUTELY not accepted:

- Gift cards other than Steam ones
- Cryptocurrencies (just to be clear)

Inquire for others.

- 1.5.1

The price of a paid commission will be agreed between the original author and the requester before modelling begins.

- 1.5.2

Down payments will not be asked unless in special circumstances.

- 1.5.3

Paying in installments is not allowed unless in special circumstances.

- 1.5.4

No refunds will be made, unless in special circumstances.

- 1.5.5

The payment will be made once the modelling work has been completed.

The original author will not release the completed model unless the payment has been successfully concluded.

1.6 – Original author's contacts

Website:

www.socimi.it

Youtube:

<https://www.youtube.com/channel/UC5pjii2ljRB06OSDBCfukyQ>

Auran Trainz Forums (registration required):

<https://forums.auran.com/trainz/member.php?638654-AlexMaria>

A direct contact (Discord ID or others) will be provided if an agreement to make a model will be reached.