# Last Will and Testament of Madison Jesse Scott-Clary

I, Madison Jesse Scott-Clary, being of sound mind, do hereby make, publish, and declare this to be my last will and testament, hereby revoking all wills and codicils by me heretofore made.

This document is attested to in holographic fashion by a signed and dated paper will, and is digitally signed in turn using my well known and trusted PGP key. Both handwritten will and digital signature must be in place for this will to be held valid.

## **Article 1: Representatives**

- 1. James Clary shall be my personal representative in the execution of my estate.
- 2. The executor shall have the right to appoint a literary executor as a representative with the understanding that they will abide by my intellectual property wishes set forth in Article 4.

## **Article 2: Responsibilities and Obligations**

1. **Dogs:** James Clary shall assume full responsibility for our dogs. Should he be unable or unwilling to claim such, responsibility will fall to Donna Karr.

### **Article 3: Assets**

### **Section 1: Property**

- 1. All property held jointly through Joint Tenancy or Tenants in Common with James Clary shall revert solely to him. This should be:
  - 6216 Becker Ln., Loveland, CO 80538
  - 615 Andrea St., Fort Collins, CO 80524
  - Hyundai Ioniq (car)

### Section 2. Physical Assets

- 1. Beneficiaries and friends at the discretion of The Polycule<sup>1</sup> may keep *no more than three items each* as mementos under the following terms:
  - 1. This does not include laptops (see article 3, section 3 below).
  - 2. Items may be grouped sensibly (e.g. a camera body and its lenses in a camera bag).
  - 3. All three items must be able to be carried at once.
  - 4. This does not include shared items (e.g. art, furniture, etc).
  - 5. On that note, pieces of art do not count toward the "three each" clause, but The Polycule gets first pick.
  - 6. Yes, James, this means you too. You have two estates already in the house.
- 2. All remaining physical assets are to be sold, donated, or disposed of responsibly.
  - 1. All funds from sold assets are to be treated as liquid assets under article 3, section 6.
  - 2. Beneficiaries may not receive any remaining physical assets through sale, donation, or disposal. Please, James, get rid of my stuff for real.
- 3. To the following, above and beyond the "three each" clause:
  - To The Polycule: you have your proxy foxes and cats. You may have your proxy selves with my blessing.
  - To James Clary (Everett, WA): you may have my collar. It was always yours.
  - To Robin Reed (Redwood City, CA): all my music on physical media. All CDs, vinyl, and the one cassette tape I own, plus any sheet music you may want. You became the musical connection in my life.

<sup>&</sup>lt;sup>1</sup>https://makyo.io/maddycule - view pass: Maddy

- To Conor McKeown (Birmingham, UK): every single corgi-themed thing I owned. You're my number one best corgi, after all.
- To Colton-Reye (pseudonym; somewhere in KY; point of contact: Polycule Chat): all my Magic: The Gathering cards, as we got back into it together.
- To Justin Coffman (Charlotte, NC (I think); point of contact: Telegram [@Whislock](https://t.me/Whislock)): my leash, which you bore so well.
- To Cullen Mahaney (Charlotte, NC (I think); point of contact: Twitter [@werewight](https://twitter.com/werewight)): my copy of the comic *Pies*, in which nothing is said.
- To @KsenoFox@twitter.com (somewhere in TX; point of contact: Alex Osaki): my hard-bound, gold-trimmed copy of *Dune*, in the hopes that it keeps giving you strange and wonderful thoughts about the bene geserit.
- To Paul Rapoport (Chicago, IL; point of contact: AAAUGH Telegram chat): my copy of *S*. Perhaps the story will be even more complete if you have two of them.
- To Kevin Frane (San Jose, CA; point of contact: Telegram [@rikoshi](https://t.me/rikoshi)): my two pieces of brush calligraphy wall art. One is a blessing for your home, and the other a poem.
- To Alex Osaki (Berlin, Germany; point of contact: Telegram [@DETXL](https://t.me/DETXL)): my Bit-Bucket account, which hosts raw dumps of all Furry Survey data, for you to do with what you please, and my everlasting gratitude for your trust.
- To members of The Fellowship of the Phoenix (Seattle, WA): my wand, knife, and Fellowship materials, to deconsecrate and destroy, bury, or keep. In payment for this and the joy you brought me, you're also welcome to my stock of Christmas Mead.

### **Section 3: Digital Assets**

- 1. Separate from the following step, my work laptop is to be returned to my place of employment, per the sticker on the bottom.
- 2. Digital assets are to be transferred off of my laptops and phones onto an external drive, and each laptop is to be wiped and donated or sold. I lived and worked on the damn things, get rid of them now that I'm gone.
- 3. The Polycule can decide what to keep and not from those external copies.

## **Section 4: Online Presence**

- 1. Messages to be made on event of death:
  - Personal accounts: no posts, messages, or content are to be made on my behalf.
  - Business and organization accounts: one message stating what happened may be made with a link to a publicly available obituary or news article.
- 2. Many online services have rules and regulations surrounding death of an account holder. These are to be honored above my wishes.
- 3. Dropbox will delete an account after 90 days of inactivity. This is to be allowed.
- 4. Nextcloud is hosted on a server named in *article* 3, *section* 5 below. This contains several files, many of which can be deleted. There are some which may be of use:
  - The commissions folder in there contains art; feel free to snag that.
  - There are some tax documents in there.
  - The Thurston folder contains documents that Thurston Howl Publications may need. Send this folder to them the address in the notification document specified in *article 6, section 1*.
- 5. SparkleShare is hosted on the same server as the Nextcloud instance. There are a few repositories there.
  - The logs repository may be safely deleted.
  - The HYBRID repository contains all documents pertaining to the operation of Hybrid Ink, LLC minus the source for Hybrid Ink projects such as hybrid.ink and pubtracker, and is to be managed per article 3, section 7.
- 6. Twitter and Mastodon accounts to be left as a memorial and warning to others against spending too much time online shitposting.

- 7. Telegram account self-destructs after six months.
- 8. Slack does not have a death policy, but do try to get in touch with the admins of the non-work Slacks I'm on (Chipotle on the Writers' Guild slack, Indi on the FotP slack, and Rattz or zander on the postfurry slack) and let them know to deactivate my account.

#### **Section 5: Hosted Assets**

- 1. Assets hosted on GitHub will remain there indefinitely as a matter of course.
- 2. There are several servers I have and use.
  - alopex (Linode) legacy server. Terminate.
  - bengalensis (Linode) application server (polycul.es, trck.ai, furaff.net, makyo.io, jnsq.us, bbbingo.me). Leave running for at least one year; minor modifications to each site may be made to announce pending closure.
  - cana (Linode) application and data server (wixxx.me, explore621.net, [adjective][species] data). Leave running for at least one year; minor modifications to each site may be made to announce pending closure; stop cron jobs.
  - chama (DigitalOcean) email server (arcane.cafe). Leave running for three months; minor modifications to each site may be made to announce pending closure.
  - lagopus (Linode) personal server: files, Matrix server, a few simple pages. Retrieve files per *article* 3, section 4, then terminate.
- 3. Dreamhost hosts DNS for several domains, as well as some sites such as [adjective][species], and will thus need to be kept paid for at least one year.
- 4. DigitalOcean hosts DNS for some domains, as well as some server assets, and will thust need to be kept paid for at least one year.
- 5. Domains are owned through NameCheap and are to be kept registered for at least one year.

### **Section 6: Liquid Assets**

- 1. Upon execution of this will and the closing of the estate, all remaining liquid assets are to be either:
  - held in the trust of a foundation aiming to help with medical gender transition (hormones, therapy, surgery, etc). *Or*
  - donated to individuals through the crowdfunding sites YouCaring.com and GoFundMe.com requesting financial help for medical gender transition (hormones, therapy, surgery, etc).

#### Section 7: Hybrid Ink Assets

- 1. I have sole ownership of Hybrid Ink, LLC.
- 2. All authors with accepted projects must be notified of my death with a link to a publicly available obituary or news article.
- 3. There are two options:
  - 1. All active contracts may be terminated by means of a signed termination agreement between my estate and the other party and the business to be shuttered. In this instance:
    - all products must be unlisted from the Gumroad, Amazon, and any other stores;
    - any royalty payments must be made for up to one year; and
    - contracts and termination agreements kept for at least five years.
  - 2. Ownership of the business is to be transferred wholesale to another party through sale, gift, or inheritance. In this instance:
    - contracts are to remain in force for their duration with unaltered terms attested to by a signed agreement with the new owner and the other party, with the option for the other party to terminate their agreement; and
    - all profits from such a sale are to be donated or held in accordance with article 3, section 6.

## **Article 4: Intellectual Property**

#### **Section 1: General Licensing**

- 1. All intellectual property should be licensed under a Creative Commons Attribution-ShareAlike 4.0 International license or an MIT License.
- 2. These licenses shall not replace or infringe upon existing licenses held by other parties.

## **Section 2: Publishing of Works**

- 1. Works may be published and sold in such a way that does not infringe upon the license in article 4, section 1.
- 2. The royalties from any such publications are to be donated or held in accordance with article 3, section 6.

# **Section 3: Existing Publications:**

1. Royalties due from existing publications are to be donated or held in accordance with article 3, section 6.

#### Section 4: Editorial Work

- 1. Editorial projects such as but not limited to [adjective][species] and Post-Self are to remain as is, with the option of a new editor stepping up.
- 2. In the case of a new editor, the licensing structure is to remain the same:
  - 1. All previous publications will retain their existing licenses.
  - 2. All new publications will use the license of the site.
  - 3. The license of the site will use or remain Creative Commons Attribution-ShareAlike 4.0 International license

### **Article 5: Remains**

- 1. I am an organ donor. Any and all possible organs may be donated.
- 2. An autopsy may be performed.
- 3. If there is any knowledge to be gained from my remains through any studies, those are to be performed.
- 4. After any and all such donations, autopsies, or studies have been made, my remains are to be composted if possible, cremated if not.
- 5. What is to be done with my dirt or ashes is up to The Polycule and my parents.
- 6. No physical monument of any type is to be erected or placed using my estate or the resulting funds. If my acts in life and the works I've made do not stand on their own, then I don't deserve one; if they do, I don't need one.

## **Article 6: Personal Requests**

# **Section 1: Notifications**

- 1. I request that certain individuals be contacted on my death due to them a) being close friends, and b) knowing little enough about my situation that they might not be able to find me otherwise.
  - Telegram:
    - Justin Coffman (@Whislock)
    - Rexx Shiranui (@RexxShiranui)
    - Celanor (@celanor)
    - JC Sackett (@jcsackett)
  - Tapestries MUCK:
    - Lutea
    - Vasha
    - Maelkoth
    - A message may be left on the board in the plaza only after such notifications have been provided.

- FurryMUCK:
  - Lochiel
  - Mevrea
  - A message may be left on the board in the WCotP only after such notifications have been provided.
  - If you want to do one of those memorial thingies, folks will likely know me better as Ranna or Makyo.
- Email:
  - Jonathan Thurston: jonathan.thurstonhowlpub@gmail.com
- Exocosmic:
  - Jessica England (current therapist): (425) 640-7009
  - Summer Richardson (current primary care provider): (206) 281-7163
  - Daniel Dugi (GRS surgeon): (503) 346-1500

## Section 2: Services, Obituaries, or Articles

- 1. Please do not be shy in mentioning furry. This subculture means a hell of a lot to me, I don't want that downplayed.
- 2. Please mention my polyamorous relationship structure. I love my polycule, and others besides. Reducing my relationships to the one that's legally binding would be an insult.

### **Section 3: Final Notes**

Witness 2 .....

- 1. Any attempt to memorialize me under my deadname will result in haunting. It won't be pleasant: I know how to be loud if need be. Don't do it.
- 2. While I largely consider myself of the mindset that "I'm dead, so I won't care; do what you want", I realize that me being dead doesn't mean that *other* people won't care. Most of the stuff I have specified in here isn't due to me wanting anything in particular done with my remains/assets/what-have-you, but more to do with my respect for those in my life. The big exception being what's done with my remains, my one indulgence. If something isn't specified above, then do what you want. I'm dead, so I won't care.

3. This will is public, and maybe shared as needed.
Digitally signed by Madison Jesse Scott-Clary.  Date of signature: March 8, 2019
Signatures
Signed
Dated this nineteenth day of April, 2018.
The declarer has been personally known to me and I believe her to be of sound mind. In addition, I am not the attending physician, an employee of the attending physician or health care facility in which the declarer is a patient, or any person who has a claim against any portion of the estate of the declarer upon the declarer's decease at the time of the execution of this will.
Witness 1