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## 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.

### Article 1: Representatives and Named Beneficiaries

1. James Clary shall be my personal representative in the execution of my estate.
2. The named beneficiares are as follows:
  1. “The Polycule”, in this document, refers to:
    - James Clary — Husband — Everett, WA
    - Russel Reed — Partner — Redwood City, CA
    - Conor McKeown — Partner — Leicester, Leicestershire, UK
  2. Parents:
    - Donna Karr — Mother — Tulchas, NM
    - Ronald Scott — Father — Lakewood, CO
3. The Polycule 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 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. 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 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.

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- To Russel 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.
  - To Conor McKeown (Leics, UK): every single corgi-themed thing I owned. You're my number one best corgi, after all.
  - To Justin Coffman (Charlotte, NC (I think)): my leash, which you bore so well.
  - To Cullen Mahaney (Charlotte, NC (I think)): my copy of the comic *Pies*, in which nothing is said.
  - To Jamie Culpon (San Jose, CA): 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): my copy of *S*. Perhaps the story will be even more complete if you have two of them.
  - To Kevin Frane (San Jose, CA): 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): my BitBucket 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 Blazewing Eyrie and Transliminal Beta (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. 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.
2. The Polycule can decide what to keep and not from those external copies.

### Section 4: Online Presence

1. No posts, messages, or content are to be made on my behalf.
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 with the following exceptions (note that per the transfer in *article 3, section 3*, this will happen anyway):
  - The commissions folder in there contains art; feel free to snag that.
  - 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*.
  - The HYBRID folder 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*.
4. Twitter account to be left as a memorial and warning to others against spending too much time online shitposting.
5. Mastodon account to be left as is.
6. Telegram account self-destructs after six months.
7. Slack does not have a death policy, but do try to get in touch with the admins of the two Slacks I'm on (Chipotle on the Writers' Guild 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 two servers hosted by Linode. The work server may be terminated. `alopex` is to be left running for at least one year, as it hosts publicly available content such as `polycul.es`, `refs.express`, etc.
3. Dreamhost hosts DNS for all domains, as well as some sites such as `[adjective][species]`, and will thus need to be kept paid for at least one year.
4. Domains are owned through NameCheap and are to be kept registered for at least one year.

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## 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, in the case of software source code, 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

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## Article 5: Remains

1. I am an organ donor. Any and all possible organs may be donated.
2. An autopsy may be performed.
3. After any and all such donations and/or autopsies have been made, my remains are to be cremated.
4. What is to be done with my ashes is up to The Polycule and my parents.
5. 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. Names and addresses of individuals to contact are provided in a separate signed document in the same location as this will.
2. Some notifications may be completed over email.
3. MUCK accounts are more difficult, but I have a few friends on there that deserve to know what happened, but am not in contact with elsewhere. Preferably, find a friend (Indi, Kauko, Krinn, etc) who can connect and notify those individuals and provide a link to a publicly available obituary or news article.

### 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 do not be shy about poly. 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

- The Polycule as mentioned in this document is not the full thing. To other members, I apologize for not listing you; these three just have the most tangible connection to me and my goods.
- 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.

## 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 .....

Witness 2 .....