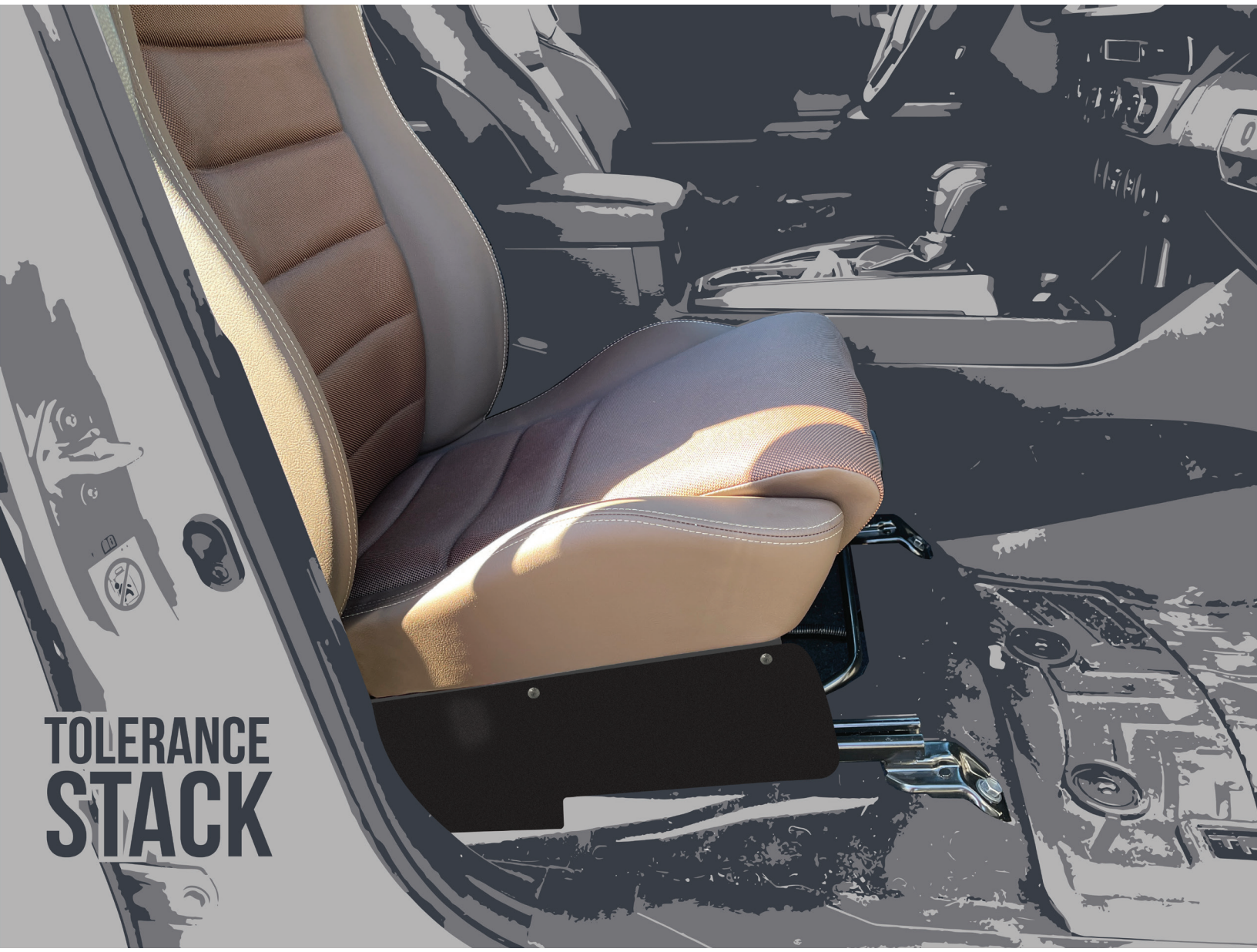


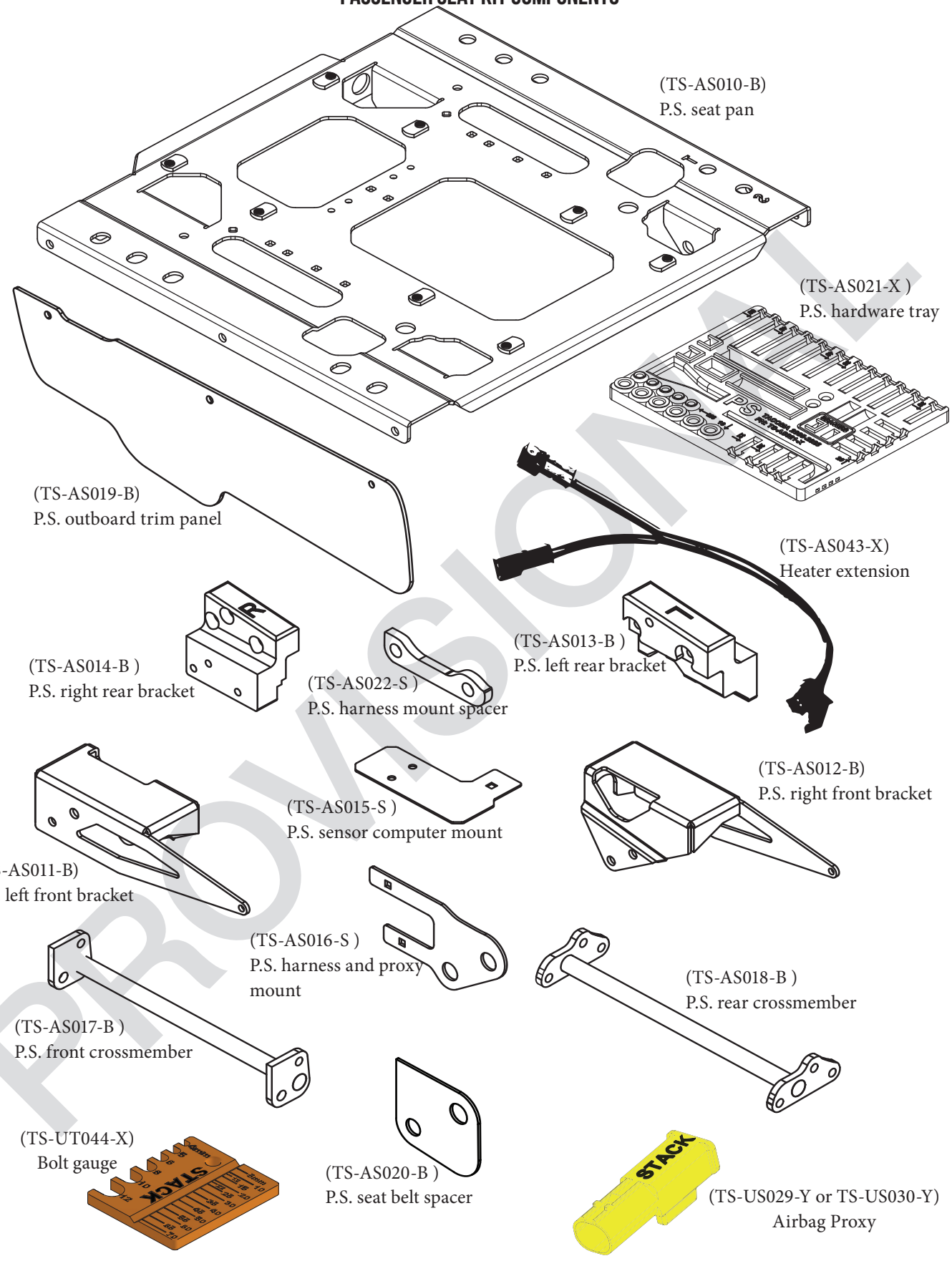
INSTALLATION INSTRUCTIONS

scheel-mann

VARIO F AFTERMARKET PASSENGER SEAT KIT TSK-A002

2ND/3RD GENERATION TOYOTA TACOMA

PASSENGER SEAT KIT COMPONENTS



(TS-AS010-B)
P.S. seat pan

(TS-AS021-X)
P.S. hardware tray

(TS-AS019-B)
P.S. outboard trim panel

(TS-AS043-X)
Heater extension

(TS-AS014-B)
P.S. right rear bracket

(TS-AS022-S)
P.S. harness mount spacer

(TS-AS013-B)
P.S. left rear bracket

(TS-AS015-S)
P.S. sensor computer mount

(TS-AS012-B)
P.S. right front bracket

(TS-AS011-B)
P.S. left front bracket

(TS-AS016-S)
P.S. harness and proxy mount

(TS-AS018-B)
P.S. rear crossmember

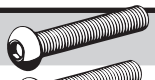
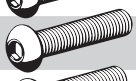
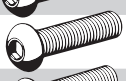
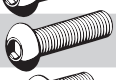
(TS-AS017-B)
P.S. front crossmember

(TS-UT044-X)
Bolt gauge

(TS-AS020-B)
P.S. seat belt spacer

(TS-US029-Y or TS-US030-Y)
Airbag Proxy

PASSENGER HARDWARE SET P/N: TS-AS021-X

QTY	IMAGE	LOCATION	DESCRIPTION/SIZE
2		Rear crossmember	M8 x 1.25 x 50mm
3		Rear crossmember	M8 x 1.25 x 45mm
1		Rear crossmember	M8 x 1.25 x 40mm
5		Rear bracket & crossmember	M8 x 1.25 x 35mm
1		Rear crossmember	M8 x 1.25 x 30mm
4		Front crossmember	M8 x 1.25 x 22mm
4		Front bracket	M8 x 1.25 x 20mm
6		Seat to pan	Flange M8 x 1.25 x 16mm
2		Seat computer mount	Flange M5 x 12mm
14		Nut	M8
2		Rear crossmember	M8
2		Seat computer mount	M5 nylock
36		Washer	M8
4		Pan to sensors	M6 x 1.0 x 20mm
2		Front bracket	M6 x 1.0 x 16mm
2		Front bracket	M6
4		Front bracket	M6
3		Side panel	M6 x 1.0 x 16mm (black)
3		Side panel	M6 (black)
2		Spring	1" L x 0.5" OD x 0.37" ID
6		Washer	.062" thick
1		Allen Socket	M4
1		Medium Locktite	0.02 fl oz. Blue
12		Zip Ties	6" x 1/8"
4		Bushing for sensor mounts	Custom

REQUIRED TOOLS

TOLERANCE STACK

PASSENGER SEAT REMOVAL

• Conduct passenger seat weight test first: slide seat to the rear and tip the "seat back" forward, headrest down (remove any seat cover, net contents), place small amounts of weight (5lbs or less increments) onto the PS seat and record when the seat light comes on. Light should come on at +/-15lbs. **Note this weight amount for end of install.**

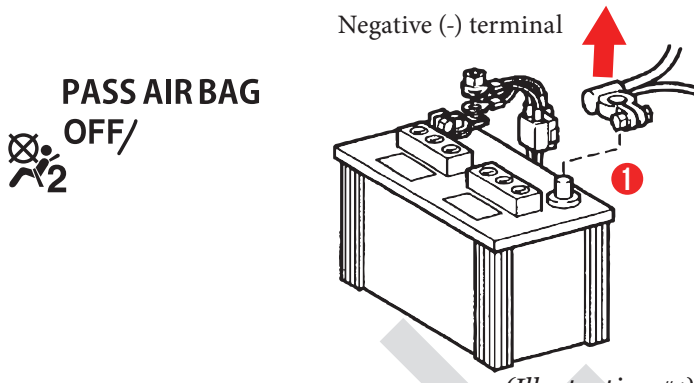
• Disconnect the battery 1. Battery MUST ALWAYS be disconnected anytime the SRS airbag system is being interacted with. Wait at least 90 seconds before proceeding. (See illustration #1)

• Remove the plastic track covers and seat mounting bolts 2. (See illustration #2)

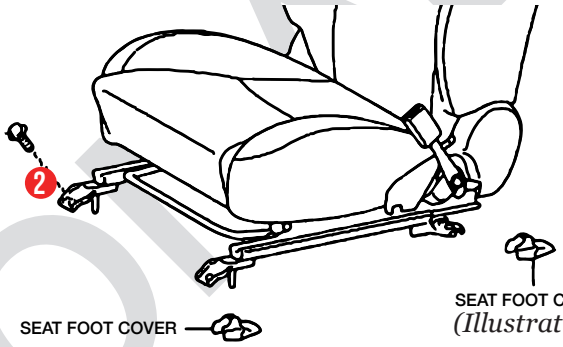
• Tip the seat back and unplug the wire harness connectors from the seat. Slide seat to middle of rails.

• Remove seat from vehicle. Best to have two people do this to prevent the seat rails/feet from scratching the vehicle. It is also helpful to remove the headrest before removing the factory seat.

• If your truck has no factory heated seats, install scheel-mann harness into truck. Leave enough harness to match factory length.



(Illustration #1)



(Illustration #2)

PASSENGER SEAT DISASSEMBLY

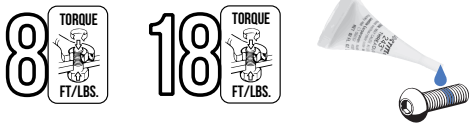
Remove plastic side trim panel by removing all screws and clips. Carefully remove harness connectors from their central mounts using a small screwdriver or pick tool to pry up the locking tabs. Remove the slide handle. Before unplugging the connectors at the occupancy sensors 2A, label each connector and sensor with a piece of masking tape so the wires go back to the original sensors. Access the T40 Torx rail bolts by removing or cutting the upholstery from the lower edge of the seat. Remove all the T40 torx bolts from the sliding rails and remove the sliding rails from the seat. Unplug and remove the sensor wire harness along with the sensors and computer from the seat.

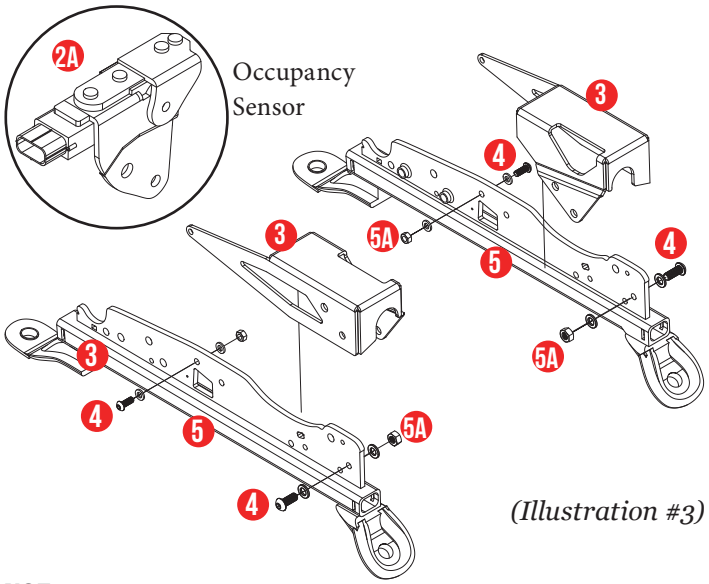
The parts that will be reused are the left and right side sliding rail assemblies, the sliding rail release handle, the seatbelt assembly, occupancy sensors, harness and computer, and heater black box (if you have factory heated seats). **Do not throw any parts away until the install is complete. Contact your local authorities about proper airbag disposal.**

ASSEMBLING THE PASSENGER SEAT

Install the front mounting brackets 3 to the rails using (2) M8x20 bolts and (2) M6 x16 bolts 4. Align the brackets to the rails 5 and Install (1) M8 x 20 bolt into the lower of the two front mounting holes and (1) M6 x 16 bolt into the rear most

Note: All hardware should be installed with a drop of the supplied Loctite® and all M8 hardware should be torqued to 18 FT/LBS, all M6 hardware should be torqued to 8 FT/LBS (96 IN/LBS).

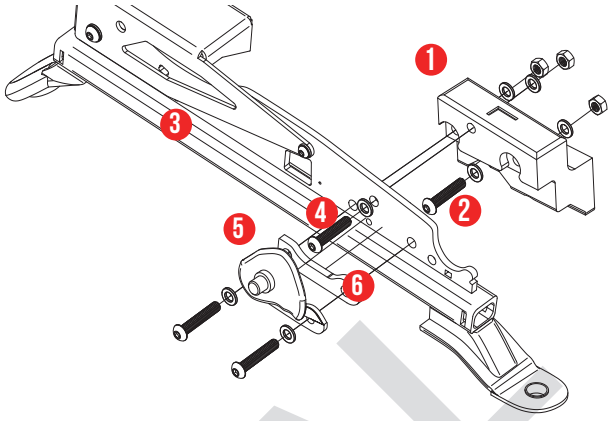




(Illustration #3)

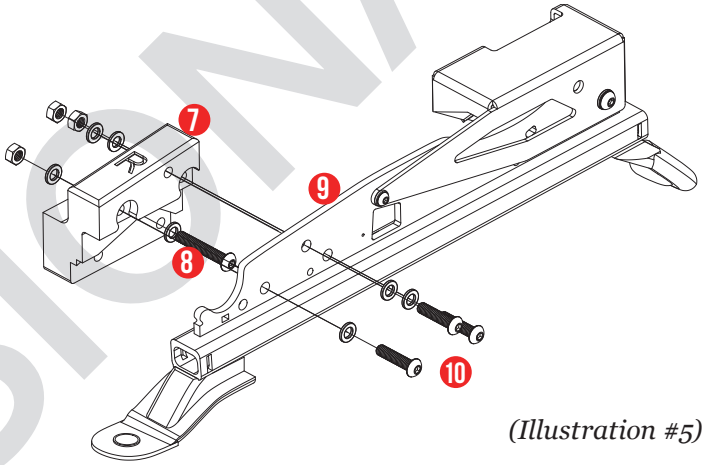
hole on each of the brackets. Each of the bolts will go through a washer, the seat bracket, the sliding rail, another washer, and the supplied nut 5A. The upper M8 hole at the front of the brackets will be left empty for easier hardware access on a later step. Make sure an M8 bolt will fit into the upper hole before tightening hardware.
(See illustration #3, previous page)

Install the left rear bracket 1 on the left hand/inboard rail by first sliding an M8 x 40 bolt with a washer on it into the upper most of the lower three holes 2. This bolt will not be able to be installed once the bracket is bolted to the rails because access is limited. Then align the bracket over the OEM captive nuts on the inside of the sliding rail 3. Install an M8 x 35 bolt 4 with a washer through the upper hole on the sliding rail and through the rear bracket into another washer, and a supplied nut. The lower two holes will get M8 x 45 bolts that will each go through a washer, the OEM seatbelt bracket 5, the seatbelt spacer 6, the OEM captive nuts on the sliding rail, the sensor bracket, another washer, and into the supplied nut. Torque the bolts to **18ft/lbs.** into the OEM captive nuts on the rail, and then torque the nuts onto the bolts, while holding the bolt with an Allen wrench.
(See illustration #4)



(Illustration #4)

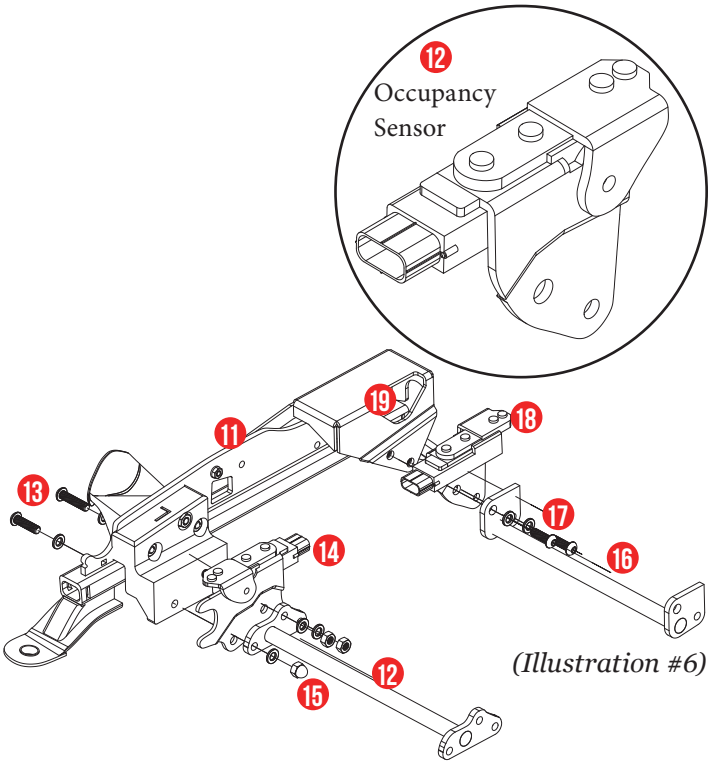
Install the right rear bracket 7 onto the right hand/outboard sliding rails by first sliding an M8 x 50 bolt 8 with a washer through the upper most of the lower three holes on the mounting bracket. This bolt will not be able to be installed once the bracket is bolted to the rails because access is limited. Then align the bracket on the inside of the sliding rail 9 over the OEM captive nuts. Install (3) M8 x 35 bolts 10. Each bolt goes through a washer, the sliding rail (the lower two go through the OEM captive nuts), the rear bracket, another washer, and then into the supplied nut. Torque the bolts into the OEM captive nuts on the rail, and then torque the nuts onto the bolts, while holding the bolt with an Allen wrench.
(See illustration #5)



(Illustration #5)

CROSSMEMBERS

Assemble crossmembers and rails on a flat surface to avoid any twist. Beginning with the left hand/inboard rail 11, install the rear crossmember 12 using (1) M8 x 30 bolt 13 (rear) and (1) M8 x 35 bolt (front) and the M8 x 40 you already inserted into the bracket. All the bolts will go through a washer, the rear bracket, the right hand occupancy sensor 14 (as this will get shifted left to right in the rear), the crossmember, a washer, and an included nut. An acorn nut 15 will be used at the rear most bolt. This is specifically to protect shoes against the bolt threads for anyone sitting in the back seat.

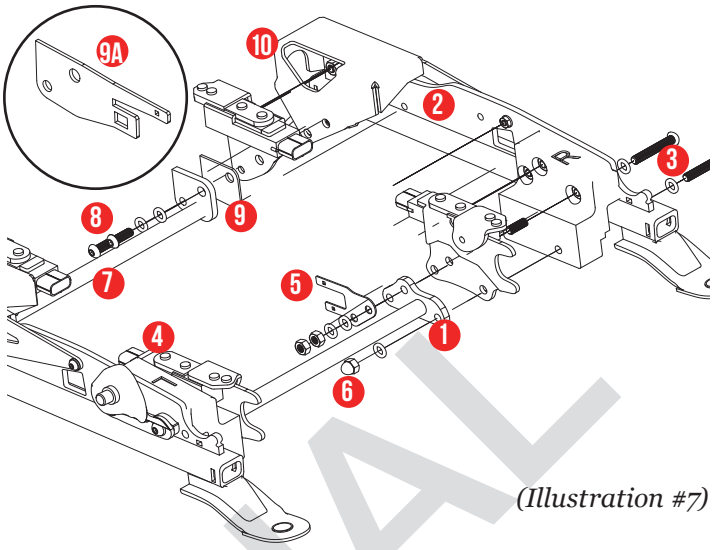


(Illustration #6)

Install the front crossmember 16 to the left front sensor bracket

using (2) M8 x 22 bolts 17. The bolts will each go through a washer, the front crossmember, the front occupancy sensor 18, and then into the weld nuts on the front bracket 19.
(See illustration #6, previous page)

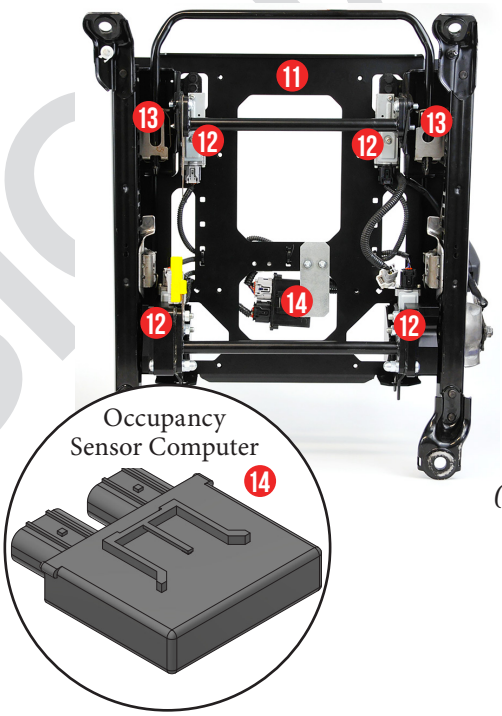
Install the rear crossmember assembly 1 onto the right hand outboard rail 2 using (1) M8 x 50 bolt (front) and (1) M8 x 45 (rear) 3 along with the M8 x 50 bolt you already inserted into the bracket earlier. The front two bolts will go through a washer, the rear bracket, the left hand occupancy sensor 4 (that is now installed on the right hand side), the crossmember 1, the harness finger bracket 5, a washer, and the included nuts. The rear most bolt will be the same, except it will not go through the harness bracket and it will use an acorn nut. 6 This is specifically to protect shoes against the bolt threads for anyone sitting in the back seat.
(See illustration #7)



(Illustration #7)

Install the front crossmember 7 onto the right hand/outboard side rail using (2) M8 x 22 bolts 8. Each bolt will go through a washer, the crossmember, a blank spacer 9, If you do not have factory heated seats, or the heater harness bracket, 9A if you do, the occupancy sensor, and into the front bracket 10.

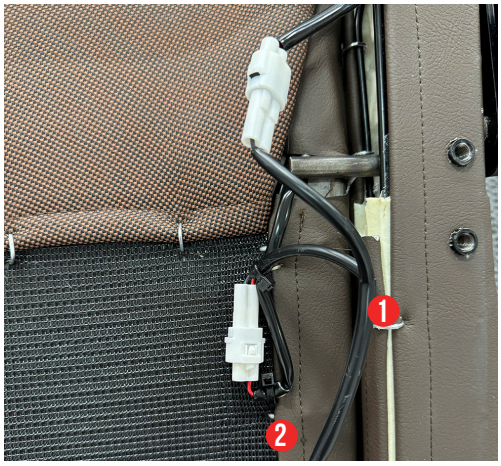
At this point, you need to temporarily install the seat pan 11 onto the load sensors 12, using the custom bushings and M6 x18 bolts 13 (without Loctite at this time). Guide the points of the rear brackets into the corresponding holes in the pan as you merge the two. Access to the front bushing bolts is easiest through the empty bolt holes you left in the front brackets using the included M4 socket.
(See illustration #8)



FOR HI-RES IMAGE

(Illustration #8)

Once assembled, you will route the sensor wires on top of the pan to their corresponding sensors, noting the labels applied earlier. This harness may need to be untaped from the factory wrap to get enough length to swap the legs from left to right in the rear. Mount the floor harness connector on the top finger of the harness bracket and route the seatbelt connector to the left/inboard side of the pan. Plug the sensor computer into the sensor computer 14 harness and decide which way fits best before mounting the computer with the sensor computer mount with (2) M5 x 12 bolts and (2) M5 nuts. Note that this can be mounted in two positions the computer and mount can be positioned to better route the wire harnesses. The harness mount goes on the bottom side of the seat pan. The computer goes on top of the mount. Once everything is plugged in, you can use zip ties to retain the harness to the pan before unplugging the sensors and connectors and removing the seat pan from the sensor mounts.



(Illustration #9)

SEAT PAN

Plug the supplied heater extension harness 1 into the two heater connectors on the bottom of the scheel-mann® seat or the optional factory seat heater adapter harness into the two heater connectors as well as the thermistor connection included on the seat. Push the white thermistor connector up into the seat bottom to keep it out of the way. Zip tie the connector from the seat bottom to the center portion of the bottom of the seat 2.
(See illustration #9 on previous page)

Using the knob at the front of the seat, move the seat bottom forward and backwards to check for travel of the harnesses and secure the harness to the bottom of the seat with the supplied zip-ties so that there is no pulling or binding.

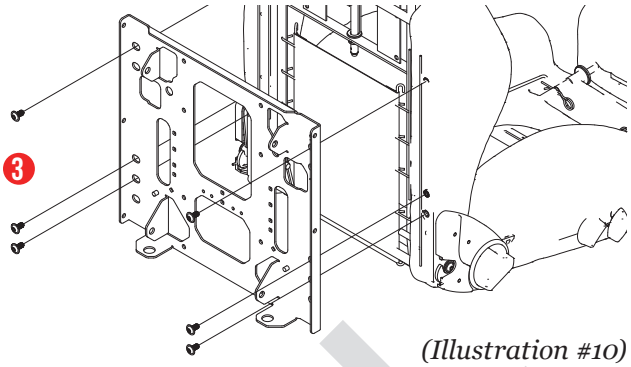
Using (6) M8 x 16 flange bolts 3, mount the seat pan to the bottom of the scheel-mann seat. Be sure not to pinch the heater wiring as you install the pan onto the seat.
(See illustration #10)

You have the opportunity to Install the seat in a stock position "S" 4 or a tall position "T" 5. Anyone over 6' 2" should consider using the "tall" position, as well as anyone planning on mounting something under the seat that needs access from the front. Make sure you have the pan oriented correctly. On each side of the pan, two of the three holes at the rear will be utilized and one of the two holes at the front (near the "S" and "T") will be utilized.
(See illustration #11)

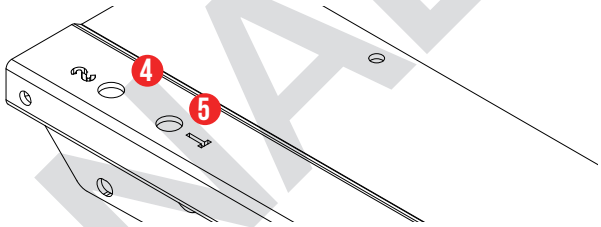
The heater extension connector/wire from the seat back needs to be secured to the pan via a zip tie, while the seat bottom is in the rearmost position.
(See illustration #12)

NOTE: There are two methods to get the Tacoma's SRS computer to register the correct weight for the new bracket and seat setup to ensure proper airbag operation:
1. zero-point calibration via Tech Stream:
https://www.tolerance-stack.com/technical
2. Continue reading for the mechanical solution:

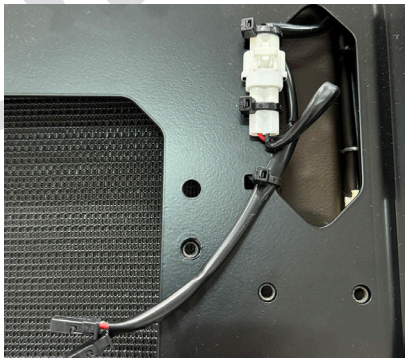
NOTE: if you use TechStream you do not need the springs or washers. But if you use washers and are outside the calibration window you will need TechStream BUT you don't need to remove the springs and washers. Install the sliding rail assembly 6 onto the seat pan. As you install the rail assembly onto the seat pan, route seatbelt wire over the middle of the rail, then install the springs 7 and washer(s) 8 onto the pins on the bottom side of the pan. See chart on page 8 for which washer-stage to use.



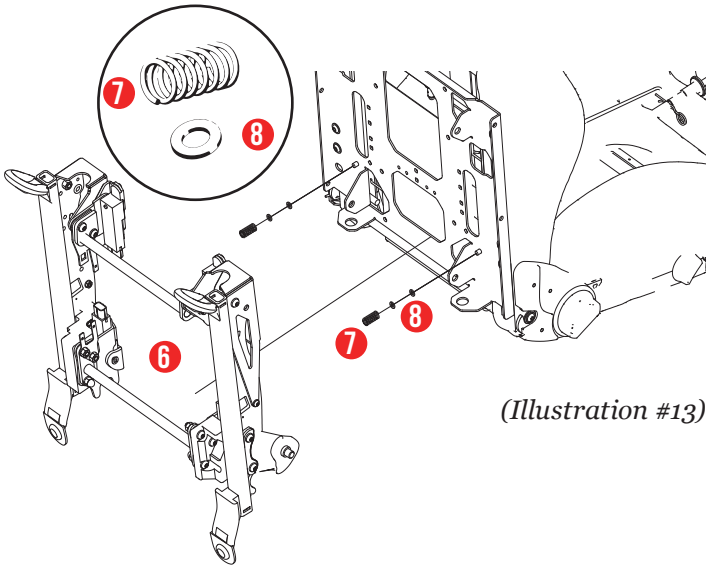
(Illustration #10)



(Illustration #11)



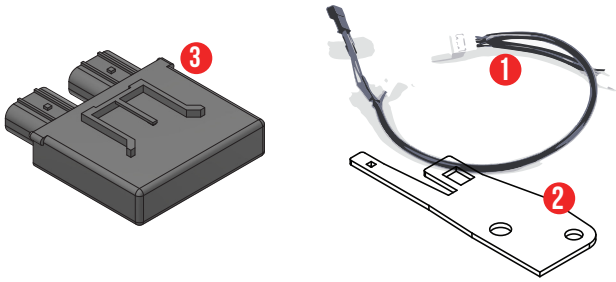
(Illustration #12)



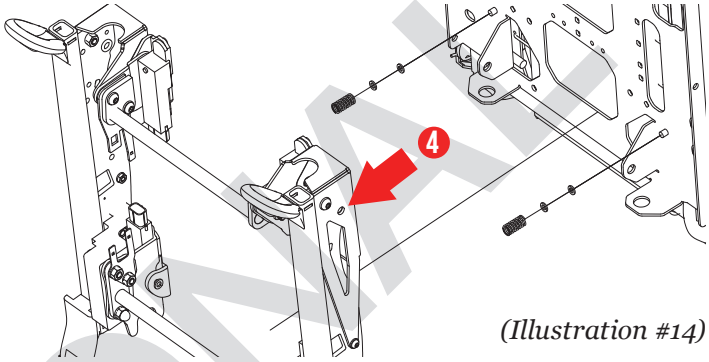
(Illustration #13)

SEAT HEATERS

If your truck had factory heated seats, and you ordered the adapter harness, mount the harness connector 1 to the bracket 2 along with the black box 3. If not, zip tie the heater extension harness to the sensor harness near the connector.



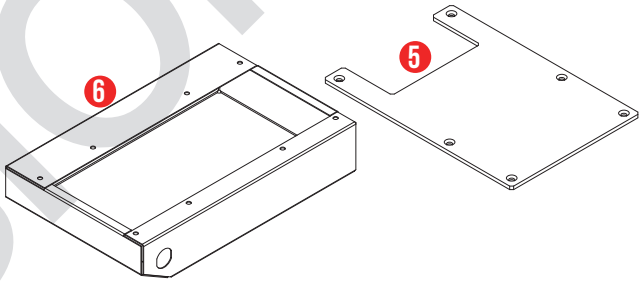
Connect the sensor harness to the sensors and the floor harness connector and airbag proxy to the harness bracket. You can now remove the tape marking the sensors and connectors. Access to the bushing bolts at the front sensors is easiest through the bolt holes you left open earlier in the process. Loosely install all the M6 x 20 sensor bolts. Torque the front inboard/left sensor bolt to **8ft/lbs (96in/lbs).** and install the M8 x 20 bolt into the empty hole on the front left bracket. Install the new seat into the truck by placing it in its location, connecting the wire harnesses from the floor to the seat (zip tie the heater harness to the floor harness once connected), and reinstall the four mounting bolts into the floor. Torque the bolts to **27 FT/LBS**. Replace the four plastic covers (which may need slight modification) for the rail's mounting feet. NOTE: If headrest was installed, it can be removed for easier install into truck (see scheel-mann instructions).
(See illustration #13, previous page)



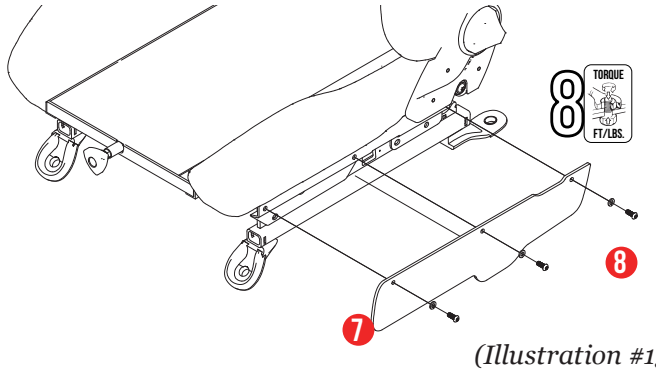
(Illustration #14)

Torque the remaining sensor bolts **8ft/lbs (96in/lbs)**. Once everything is tight, you can install the remaining M8 x 20 bolt in the open hole 4 at the front bracket.
(See illustration #14)

If you have a pancake mount 5 or storage box 6, this would be the time to install them.



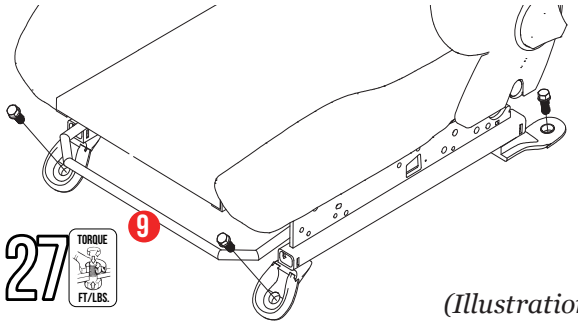
Install the side trim panel 7 using (3) M6x16 bolts 8 and washers, torque to **8ft/lbs (96in/lbs)**.
(See illustration #15)



(Illustration #15

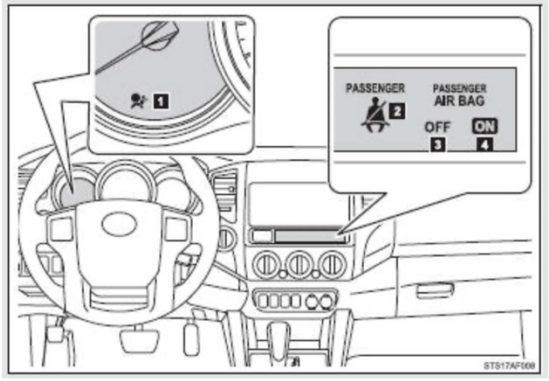
Reinstall the sliding rail handle 9. The bend in the handle is meant to go up, but you can flip it over and cut a new groove for the retaining spring if more access from the front is needed.
(See illustration #16)

Conduct a final weight test: slide seat to the rear and tip the "seat back" forward, place small amounts of weight (5lbs or less increments) onto the PS seat until the seat light comes on. NOTE: Light should come on between 8 and 22lbs.
If light comes on before 8lbs then add washer(s) to both sides and if the light comes on after 22lbs then remove washer(s). Each washer "stage" is +/- 5lbs, according to the sensors. If the seat fails the weight test and you are out of washers to adjust, there is no need to then remove the springs and washers before using TechStream.



(Illustration #16

WEIGHT TEST



Preliminary seat weight test result from page 4:

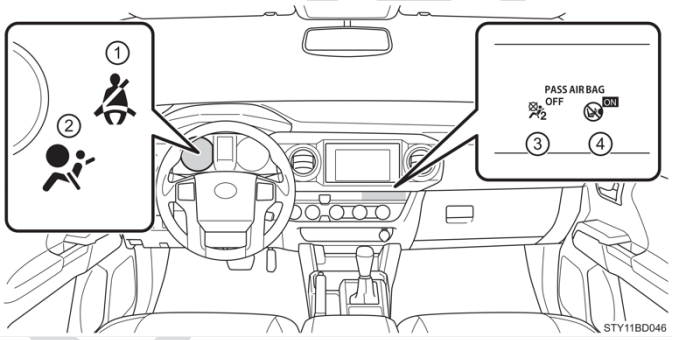
LBS.	5	10	15	20	25
Washers	2	1	0	-1	-2

Seat weight (stock-w/o rails and sensors):

Seat LBS.	25	30	35	40	45
Washers	3	2	1	0	-1

Seat options:

Type	Vario F cloth	Vario F leather
Washers	0	1



Side panel and pancake mount optional accessory weight:

Weight	0	5	10	15
Washers	0	1	2	3

Add total washer count for spring installation. If more than 3 washers required, you will need to calibrate using Tech Stream and forgo the washers and springs altogether. NOTE: washer count is PER SIDE.

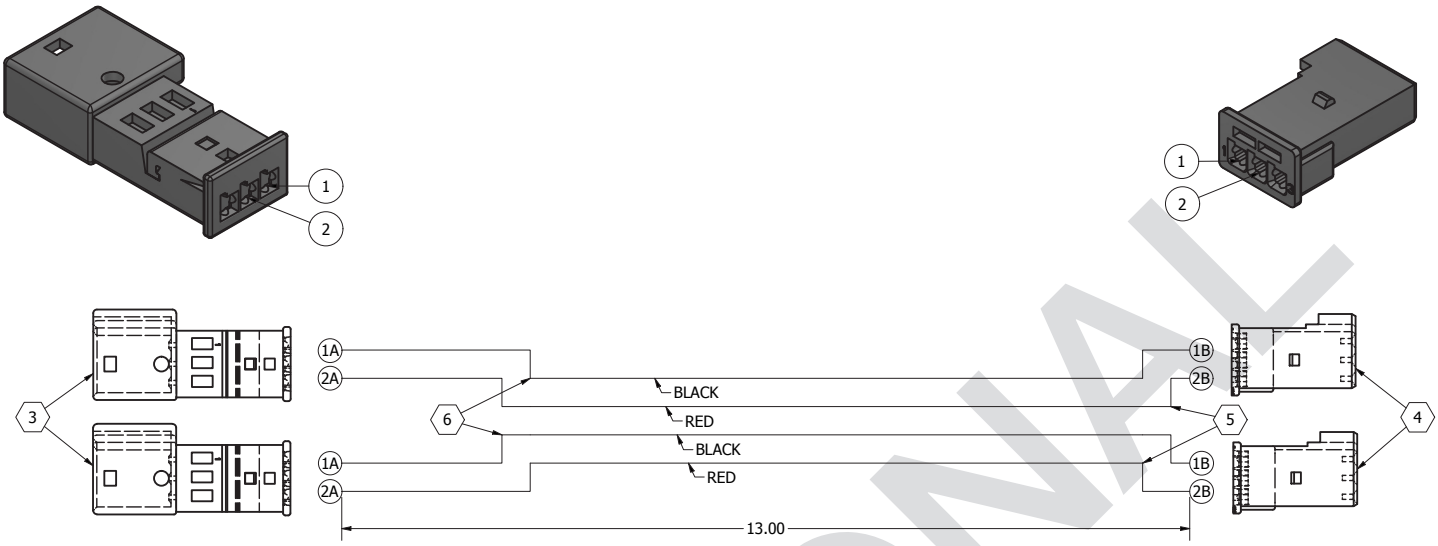
Example: If your weight test is 10lbs. and your seat weight is 30lbs. and you ordered cloth Vario F seats, your washer count would be (3). So, your washers should be at stage three.

Zero-point calibration via Tech Stream:
https://www.tolerance-stack.com/technical
Select the number of washers based on the seat model and expected permanently installed accessory weight.

MECHANICAL CALIBRATION TEST INFORMATION

Front Seat Passenger +/- 7lbs	ON	PASS AIR BAG OFF	
Vacant < 15lbs	Off	Off	Off
15 lbs to 79 lbs (Child)	Off	On	Off
80 lbs + (Adult)	On	Off	Off
Passenger Occupant System Failure	Off	On	On

HEATER EXTENSION HARNESS

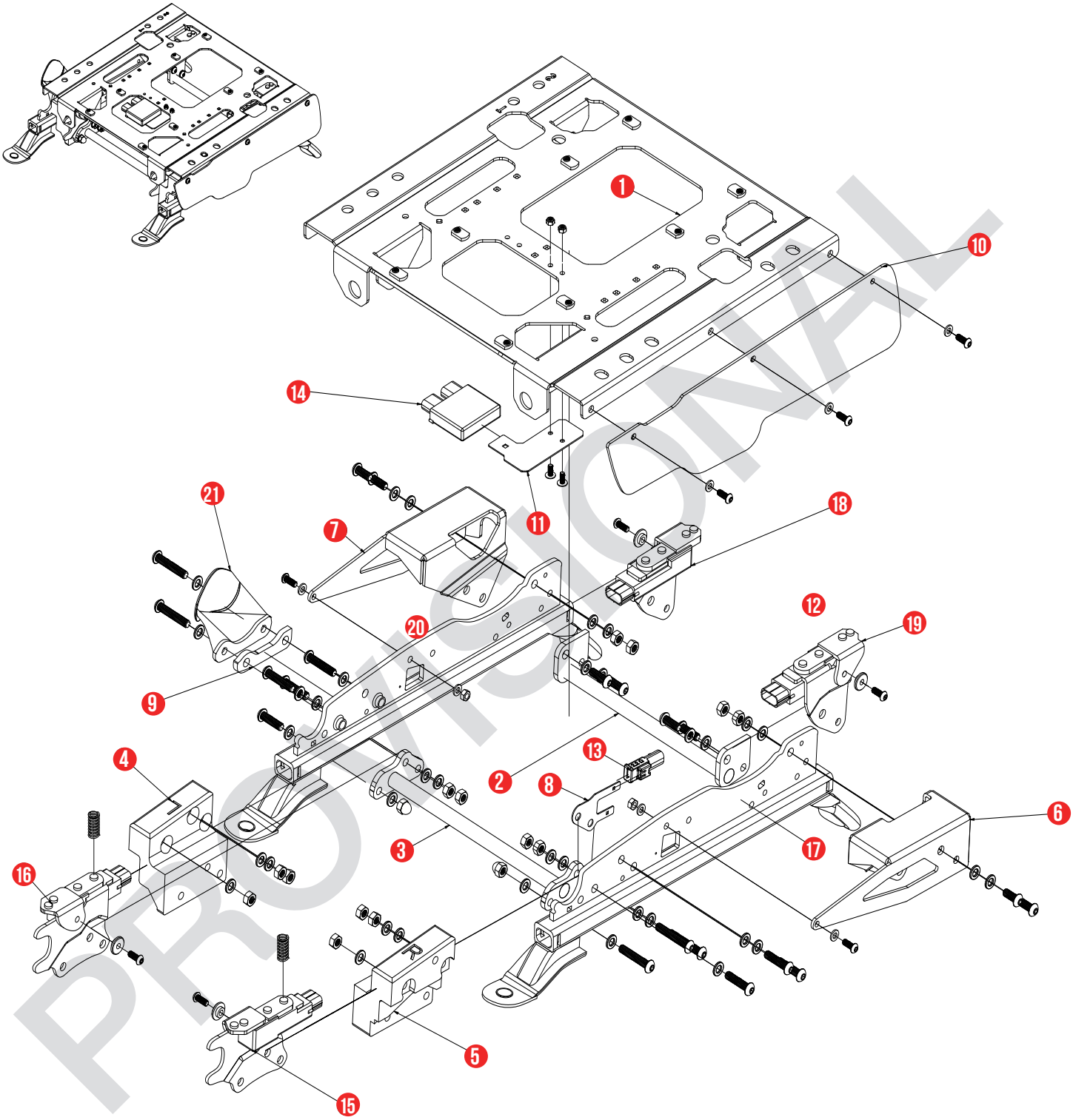


Contact your local authorities about proper airbag disposal:
https://www.epa.gov/hw/frequent-questions-about-regulation-airbag-waste

By purchasing this product, the buyer acknowledges and agrees that the use of the product is at their own risk. Tolerance Stack shall not be held liable for any damages, whether direct or indirect, arising from the use of this product. This includes, but is not limited to, any injury, loss, or damage resulting from incorrect use or misuse of the product.

The purchaser is responsible for thoroughly reading and understanding all instructions, warnings, calibrations, and usage guidelines provided with the product. Installation should be performed by a qualified professional. The calibration of the SRS system must be ensured for proper operation. Tolerance Stack makes no warranties, either expressed or implied, regarding the merchantability or fitness of the product for any particular purpose.

By completing the purchase, the buyer acknowledges and agrees to these terms.



ITEM	PART NUMBER	DESCRIPTION
1	TS-AS010-B	P.S. seat pan
2	TS-AS017-B	P.S. front crossmember
3	TS-AS018-B	P.S. rear crossmember
4	TS-AS013-B	P.S. left rear bracket
5	TS-AS014-B	P.S. right rear bracket
6	TS-AS012-B	P.S. right front bracket
7	TS-AS011-B	P.S. left front bracket
8	TS-AS016-S	P.S. harness and proxy mount
9	TS-AS020-B	P.S. seat belt spacer
10	TS-AS019-B	P.S. outboard trim panel
11	TS-AS015-S	P.S. sensor computer mount
12	TS-AS022-S	P.S. harness mount spacer
13	TS-US029-Y or TS-US030-Y	Airbag Proxy
14		OEM sensor computer
15		Occupancy sensor
16		Occupancy sensor
17		Outboard seat rail (R)
18		Occupancy sensor
19		Occupancy sensor
20		Inboard seat rail (R)
21		OEM seatbelt bracket

HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT (the "Agreement") is made as of 09/13/2024 (the "Effective Date") by and between Tolerance Stack (the "Indemnitee"), and the Purchaser/Installer (the "Indemnifier"). The Indemnitee and Indemnifier may be referred to individually as the "Party", or collectively, the "Parties".

RECITALS

WHEREAS, the Indemnifier desires to hold harmless and indemnify the Indemnitee from all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses that may result from the indemnitee's participation in the activity defined in section 1.07; and

WHEREAS, Indemnitee desires indemnity against all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses that may result from the Indemnitee's participation in the activity defined in section 1.07.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1: DEFINITIONS AND INTERPRETATIONS

1.01 Words in the singular shall include the plural and vice versa.

1.02 A reference to one gender shall include a reference to the other genders.

1.03 A reference to writing or written includes e-mail.

1.04 Any obligation in this Agreement on a Party not to do something includes an obligation not to agree or allow that thing to be done.

1.05 Any phrase introduced by the terms "including", "include", "in particular "or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

1.06 References to sections or clauses are to the sections or clauses of this Agreement.

1.07 "Activity" shall mean: Seat Bracket Installation.

1.08 Indemnitee's Participation: The Indemnitee's involvement in the Activity, including but not limited to planning, supervision, and/or attendance.

SECTION 2: INDEMNIFICATION

2.01 **Indemnification**: To the fullest extent permitted by applicable law, the Indemnifier will hold harmless and indemnify the Indemnitee against any and all claims and actions arising out of Indemnitee's participation in the Activity, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnitee's participation in the Activity, subject to the limits on indemnification described in section 2.02.

2.02 **Exceptions**: Indemnifier shall not hold harmless and indemnify Indemnitee under the following circumstances:

(1) against a claim caused by the negligence or fault of the Indemnitee, its agent or employee, or any third party under the control or supervision of the Indemnitee, other than the Indemnifier or its agents, employees or contractors.

(2) in a civil action, where the Indemnitee did not act in good faith and in a reasonable manner; and

(3) where the actions or conduct of the Indemnitee constituted willful misconduct or the Indemnitee was knowingly fraudulent or deliberately dishonest.

2.03 **Settlement and Consent**: The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier or will not be liable for any amounts paid in settlement of any claim or action where written consent was not obtained.

2.04 **Cooperation**: Both Parties agree to cooperate in good faith and provide any and all information necessary for the defense of any claim or action.

2.05 **Sole Negligence**: The Indemnifier shall not be liable for any loss or damage caused solely by the negligence or willful misconduct of the Indemnitee.

2.06 **Good Faith and Reasonable Manner**: The Indemnitee shall be deemed to have acted in good faith and a reasonable manner if it has complied with all applicable laws, regulations, and industry standards.

2.07 **Contributory Negligence**: If the Indemnitee's negligence or willful misconduct contributes to the loss or damage, the Indemnifier's liability shall be reduced in proportion to the Indemnitee's comparative negligence.

SECTION 3: MISCELLANEOUS

3.01 **Representation on Authority of Parties/Signatories:** Each Party signing this Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

3.02 **Amendment**: This Agreement may only be changed or supplemented by a written amendment, signed by authorized representatives of each Party.

3.03 **Waiver**: The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition. No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the Party so to be charged. The rights and remedies of the Parties to this Agreement are cumulative and not alternative.

3.04 **Entire Agreement**: This Agreement constitutes the entire Agreement between the Parties, replacing all other written and/or previous agreements.

3.05 **Severability**: The Parties acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

3.06 **Governing Laws**: The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Oregon, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Oregon shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

3.07 **Effect of Title and Headings**: The title of the Agreement and the headings of its Sections are included for

convenience and shall not affect the meaning of the Agreement or the Section.

3.08 **Attorney's Fees**: If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "prevailing party" shall mean the party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.

3.09 **Successors and Assigns**: This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns.

3.10 **Interpretation**: The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

3.11 **Counterparts**: This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

3.12 **Force Majeure**: Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by a force majeure event, such as a natural disaster, war, or government action.

3.13 **Notice**: All notices under this Agreement shall be in writing and sent by certified mail, return receipt requested, to the address of the other party as set forth in this Agreement.

3.14 **Dispute Resolution**: Any dispute arising under this Agreement shall first be submitted to mediation in accordance with the rules of the American Arbitration Association. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

3.15 **Jurisdiction and Venue**: Any legal proceedings arising under this Agreement shall be brought exclusively in a court of competent jurisdiction located in Jackson Country, Oregon.

THE PARTIES HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by downloading/viewing this Agreement, all Parties agree to all of the aforementioned terms, conditions and policies.