

LEGAL PROTECTION FOR CAR RENTAL COMPANIES IN THE EVENT OF BREACH OF THE RENTAL AGREEMENT(CASE STUDY AT PT. BALI GEDE RENT CAR)

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ABSTRACT

Implementing the lease agreement, if a debtor (tenant) does not do what has been agreed upon, he will be said to be in default. So he is negligent or negligent or denial. Problems in implementing the lease agreement will arise in the practice of renting a car, it turns out that the debtor or tenant only paid part of the rent which was not in accordance with the agreed agreement, in this case the debtor is in default. In this study, the author conducted research on car rental service providers at PT. Bali Gede Rent Car which provides daily, weekly, and monthly car rentals for private individuals. renting vehicles in the minibus category throughout Bali, providing vehicle storage for rent during the contract period, opening car rentals and car rental franchises, facilitate consumers by providing drivers, both within the city and outside the city at certain rates according to the company's terms and conditions. The driver's price does not include accommodation, therefore it is important for legal protection for the party renting out the car when carrying out car rental activities. Data obtained at PT. Bali Gede Rent Car in the last three (3) years, namely 2023, 2024 and 2025. In 2023 there were 8 cases, in 2024 there were 2 cases, in 2025 there were 5 cases. Based on this, this study raises two problem formulations, namely: 1. Why is the car rental agreement used as the basis for renting cars at PT. Bali Gede Rent Car? and 2. What form of legal protection is provided to the car rental company if the car renter experiences default on the car rental agreement at PT Bali Gede Rent Car? This type of research is descriptive empirical research using primary and secondary data sources where the data collection techniques field research techniques and interviews where the data obtained will be processed and analyzed using the Qualitative Descriptive method. The conclusion of this study is that the car rental agreement is used as the basis for car rental because the rental agreement is an absolute requirement that must be completed before giving the car keys to be rented ,where in the rental agreement there are rules that explain the mechanism of car rental and sanctions that will be imposed if the rental agreement is violated where point - point in the rental agreement must be obeyed by both parties. Forms of legal protection for car rental companies if the car renter defaults on the car rental agreement is a guarantee and compensation provisions contained in the car rental agreement where the car rental agreement starts with the process of picking up the car which is preceded by checking and returning which also ends with checking the condition of the car being rented out, so as to prevent default from both the lessee car or rental car party

Keywords: Agreement, Car Rental, Default

1. INTRODUCTION

In developing countries like Indonesia, with its high population density, continuously expanding economic activity, and vast archipelagic territory, people are highly dependent on transportation to travel from one place to another (Sahban, M.A., & SE, M: 2018). Without adequate transportation, satisfactory results cannot

be expected in a country's economic development efforts. Car rentals provide car rental services, either on a daily basis or on a contract basis, with a driver or without a driver. The use of car rentals can be developed as a breakthrough for individuals or companies that do not have their own means of transportation for operational purposes (Romadhon, M.H., Yudhistira, Y., & Mukrodin, M. 2021). Car rentals are charged a fee or rental price for the vehicle or car being rented, based on the agreed rental price between the renter and the car rental company. A rental agreement is a consensual agreement, meaning it is valid and binding upon reaching an agreement on its essential elements, namely the goods and the price. In the implementation of a general agreement involving two parties in the use of goods or money, in which there is a creditor and a debtor, the car rental service provider as (creditor) is obliged to hand over the goods in the form of a car worth tens of millions or even hundreds of millions of rupiah to the renter (debtor) for several hours, days, months, or even years. This means there is a possibility of misuse of the goods by the renter. Therefore, it is appropriate to require collateral, both movable and immovable, to protect the creditor in the event that the debtor commits a default or an unlawful act. If a renter commits a default, the creditor is not worried about losses that may arise from the goods handed over to him by the renter. To anticipate this, it is important to pay attention to the importance of legal protection, especially for the renter in the rental activity, to ensure the smooth running of the car rental activity. In the implementation of a rental agreement, if a debtor (renter) does not fulfill what has been promised, he will be considered in default.

So he is negligent or negligent or reneges. Problems in the implementation of the rental agreement will arise in the practice of renting a car, it turns out that the debtor or renter only pays part of the rent that is not in accordance with the agreed agreement, in this case the debtor is in default (Pohan, M. N., & Hidayani, S.: 2020). The personal defaults that have occurred at PT. Bali Gede Rentcar are first the renter is late in returning the rented car, second several vehicles have frequent accidents resulting in dents in the rental car which are not compensated by the renter, third the car rented by the renter is pawned. If the lessee takes certain parts or all of the rented vehicle, it may also occur if the car is not returned according to the agreed time. This certainly results in losses for the lessor, both in terms of time loss and loss of the rented item. Therefore, although many lessees, both individuals and institutions, intend to rent vehicles so that they can provide benefits to the lessor, it is possible that the car is pawned or rented to someone else at a rate higher than the previous rate. Therefore, in the rental agreement, collateral can be imposed so that the creditor does not suffer if at any time a lessee is in default. According to the data obtained at PT. Bali Gede Rent Car in the last three years (3), namely 2023, 2024 and 2025. In 2023 there were 8 cases, in 2024 there were 2 cases, in 2025 there were 5 cases. Based on this, this study raises two problem formulations, namely: 1. Why is the car rental agreement used as a basis for renting a car at PT. Bali Gede Rent Car? and 2. What is the form of legal protection for the car rental company if the car renter experiences a default on the car rental agreement at PT, Bali Gede Rent Car? Therefore, it is important for legal protection for the renting party in carrying out car rental activities. So based on the description above, the author will conduct a study entitled Legal Protection Against Car Rental Companies in the Event of Default on the Car Rental Agreement at PT. Bali Gede Rent Car.

2. RESEARCH METODOLOGY

The type of research used in this study is empirical, a legal research method that utilizes empirical facts derived from human behavior, both verbal behavior obtained through interviews and actual behavior through direct observation. Empirical law is scientific research that explains legal phenomena concerning the gap between norms and societal behavior (the gap between *das sollen* and *das sein*).

3. RELATED RESEARCH/LITERATUR REVIEW

A lease is a consensual agreement, meaning it is valid and binding upon reaching an agreement on its essential elements, namely the goods and the price. For a car lease, the lessee first signs the agreement, which serves as proof of payment of the rental fee or a portion of the rental fee to the lessor (Artdityo, A., Busro, A., & Lumbanraja, A.D.: 2019). Furthermore, a lease agreement also contains demands from both parties, both the owner and the lessee, who will naturally sue. fulfillment of the requirements and obligations submitted. The implementation of a car rental agreement begins with an agreement between the two parties who do not want to be disadvantaged. There are two types of car rental agreements, namely a car rental agreement with a driver and a car rental agreement without a driver. A car rental agreement means that the party renting only provides the car rented by the renter. The definition of a named agreement (*benoemd/nominaat*) is an agreement that has been regulated and given a name by the legislator, because it is most widely used in everyday life. The regulations are contained in Book III of the Civil Code, Chapters V to XVIII. An unnamed agreement (*onbenoemde overeenkomst/innominaat*) is an agreement that has not been regulated in the Civil Code, but exists in society (Mariam Darus Badruzaman, : 2011).

Bali tourism is undoubtedly a popular destination for both foreign and domestic tourists. Bali tourism has become a popular world tourist destination in all countries. This is proven by the increasing number of foreign and domestic tourist visits to Bali from year to year (Zebua, M.: 2016). Tourists vacationing in Bali certainly want to visit all the tourist attractions in Bali, therefore, facilities are needed for tourists. Cars are one of the vehicles that can be used by tourists staying in Bali to travel or visit tourist attractions. The use of cars is also very popular among Balinese tourists, given the proliferation of car rental places in Bali. Tourists who want to rent a car can do so with a rental agreement between the lessor and the party providing the rental. Regulations regarding agreements are contained in Article 1313 of the Indonesian Criminal Code, which states that "an agreement is an act by which one or more people bind themselves to one or more other people ."The lessee can benefit from the enjoyment of the object from the rented object and the lessor can benefit by obtaining the rental price that has been given by the lessee. Legal protection for business actors is regulated in Law Number 8 of 1999 concerning Consumer Protection in Article 6 letter b concerning the Rights of Business Actors, namely the right to obtain legal protection from consumer actions with bad intentions. According to Article 1 paragraph 3 of the Consumer Protection Law, it explains that business actors are every individual or business entity, whether in the form of a legal entity or not a legal entity established and domiciled or carrying out activities within the jurisdiction of the Republic of Indonesia, either alone or together through an agreement to organize business activities in various economic fields. The agreement is made without any coercion from other parties, but voluntarily by the parties. The creation of this motor vehicle rental agreement is expected to allow the parties to have a good relationship in implementing the agreement so that the obligations or achievements of the parties are carried out according to their respective obligations.

4. RESULTS AND DISCUSSION

4.1 Agreements are used as the basis for car rentals at PT. Bali Gede Rent Car

The legal term "agreement" or "contract" is a translation of the English word "contract law," while in Dutch it is called "overnscmsrecht." Based on the definition contained in Article 1313 of the Civil Code, an agreement is an act in which one or more people bind themselves to one or more other people. In other words, an agreement is an event in which one person promises to perform something. From this event, a relationship arises between the two people, called an obligation. Thus, the agreement creates a bond between the two parties who make it. In its formal form, an agreement is a series of words containing promises or commitments,

spoken or written (Agus Sugiarto & Lina Sinatra, 2012). An agreement is a legal relationship between two people or two parties, based on which one party has the right to demand something from the other party and the other party is obliged to fulfill that demand (R. Subekti, : 2007). Agreements in the Civil Code are regulated in Article 1313 which states that "an agreement is an act by which one or more people bind themselves to one or more other people." What are the clauses in the contents of the agreement? According to Subekti, an agreement is an event in which one person promises to another person or where two people promise each other to carry out something. The term agreement comes from the Dutch language, namely *overeenkomst*. Article 1313 of the Civil Code states that an agreement is an act by which one or more people bind themselves to one or more people. Article 1313 of the Civil Code regulates that an agreement is an act by which one or more people bind themselves to one other person. This article explains simply the meaning of an agreement which describes The existence of two parties who bind themselves to each other. This definition is actually not very complete, but with this definition it is clear that in the agreement there is one party binding himself to another party (Ahmadi Miru and Sakka Pati, 2011). Subekti stated that an agreement is an event where someone promises to another person or where two people promise each other to do something (Ahmadi Miru and Sakka Pati, : 2011). In contrast to Subekti, according to Sudikno Mertokusumo, an agreement is a legal relationship between two or more parties based on an agreement to give rise to legal consequences (Sudikno Ahmadi Miru and Sakka Pati, 2011). Wirdjono Prodjodikoro defines an agreement as a legal relationship regarding property between two parties, in which one party promises or is deemed to have promised to do something, while the other party has the right to demand the implementation of that promise (Wirdjono Prodjodikoro, 2000).

According to Black's Law Dictionary, an agreement is an agreement between two or more people. This agreement creates an obligation to do or not do something partially". The core definition listed in Black's Law Dictionary is that a contract is seen as an agreement of the parties to carry out obligations, either doing or not doing it partially (Salim, HS, :2003). According to Sudikno Mertokusumo, an agreement is a legal relationship between two or more parties based on an agreement to give rise to legal consequences. This means that both parties agree to determine regulations or rules or rights and obligations that bind them to be obeyed and implemented. The agreement is to give rise to legal consequences, namely giving rise to rights and obligations, so that if the agreement is violated there will be legal consequences or sanctions for the violator. Several definitions of the agreement described above show that some define it as an act, an event and some define it as a legal relationship. The author agrees more with the definition given by Maryati Bachtiar, namely an agreement as a legal act between one party and another party based on an agreement, which aims to give rise to rights and obligations that bind the parties who entered into the agreement (Maryati Bachtiar, :2007).

In an agreement, when the time period has expired, the lessee must immediately hand over the goods that are being rented. Regarding the end of the rental period made in a written agreement, it is regulated in Article 1570 of the Civil Code which states: "If the lease is made in writing, then the lease ends by law when the specified time has passed, without any need for termination for that. Therefore, if the rental period specified in the agreement has expired, then the lessee must immediately hand over or return the rented goods in the same condition as when the goods were handed over." The rental agreement is regulated in Article 1548 of the Civil Code which states: "A rental agreement is an agreement by which one party binds himself to provide enjoyment of an item to another party for a certain time by paying a price that the latter party agrees to." Actions or legal actions give rise to contractual legal relations so that one party is given by the other party to obtain achievements, while the other party also fulfills the achievements. So one party obtains the rights and the other party assumes the authority to submit or fulfill achievements. The rights and obligations of the parties are based on certain causes

which are bound by article 1337 which states that "A cause is prohibited, if it is prohibited by law, or if it is contrary to good morality or public order".

Based on an interview with I Putu Pujanam Surya Buana, Marketing Officer at Bali Gede Rent Car, he stated that legal protection for car rental companies in the event of a renter's default under the rental agreement with PT. Bali Gede Rent Car is provided by the rental agreement's terms and conditions, which require a guarantee from the renter. The following points are included in the agreement:

- 1) For self-drive car rentals in Bali, the renter driving the car is required to have a valid Class A driver's license.
- 2) Renters are expected to provide complete personal information, such as their residential address, the name of the accommodation, such as a hotel or villa in Bali, along with the room number and the name of the renter registered at the hotel or villa.
- 3) The renter's identity card (KTP) will be kept or borrowed during the rental period and will be returned upon return of the rental vehicle.
- 4) If the renter uses the car beyond the agreed rental period, an overtime fee of 10% of the daily rental price will be charged. If the overtime exceeds 5 hours, the rental fee will be calculated as one day's rental fee.
- 5) Vehicle use is permitted only within the province of Bali. Use of the vehicle outside the province of Bali will be subject to sanctions in accordance with the rules and regulations of the Bali Car Rental Association.
- 6) PT. Bali Gede Rent Car reserves the right to refuse a customer's booking if the customer exhibits rude behavior, insults, curses, or commits acts of violence.
- 7) If damage occurs to the rental unit while the vehicle is being used by the renter, the repair costs will be fully borne by the renter.

based on contract theory, the elements of an agreement are necessary to determine whether an agreement is being met, and whether it has legal consequences. Abdulkadir Muhammad describes the elements of an agreement as follows:

1. There are parties. These parties are the subjects of the agreement, consisting of at least two individuals or legal entities and having the authority to perform legal acts under the law.
2. There is an agreement. An agreement is made between the parties and is permanent and not a negotiation.
3. There is a goal to be achieved. This means that the parties' goals do not conflict with public order, morality, or the law.
4. There is a performance to be performed. This means that the performance is an obligation that must be fulfilled by the parties in accordance with the terms of the agreement.
5. There is a specific form, oral or written. This means that the agreement can be expressed orally or in writing. This is in accordance with the provisions of the law, which stipulate that only a specific form will an agreement have binding force and strong evidence.
6. There are certain requirements according to law, in order for an agreement or contract to be valid.

Norms that promote justice must truly function as regulations that are obeyed. Justice and legal certainty are integral parts of law. He argued that justice and legal certainty must be considered, and legal certainty must be maintained for

the sake of a nation's security and order. Ultimately, positive law must always be obeyed. Based on the theory of legal certainty and the values to be achieved, namely the values of justice and happiness. Certainty is a matter (condition) that is certain. Law must be essentially certain and just. Legal certainty is a question that can only be answered normatively, not sociologically. Normative legal certainty is when a regulation is created and enacted with certainty because it regulates precisely and logically. Legal certainty is one of the goals of law and can be said to be an effort to realize justice.

A concrete form of legal certainty is the implementation and enforcement of the law against an action regardless of who commits it. With legal certainty, everyone can predict what will happen if they commit a legal action; certainty is essential for realizing justice. Certainty is one of the inseparable characteristics of law, especially for written legal norms. Law without certainty will lose its meaning because it cannot be used as a guideline for behavior for everyone. Legal certainty refers to the application of clear, precise, consistent, and consequential laws whose implementation cannot be influenced by subjective circumstances. Law is a collection of regulations or rules in a communal life, the entire regulation of behavior that applies in a communal life whose implementation can be enforced with a sanction. Legal certainty is an inseparable characteristic of law, especially for written legal norms.

4.2. Legal protection for car rental companies if the renter defaults on the car rental agreement at PT. Bali Gede Rent Car

Rosa Agustina concluded that a tort is a civil wrong in which a person commits an act that results in harm to another person by violating rights and obligations established by law, and does not arise from a contract or trust, requiring compensation for the resulting loss (Agustina, Rosa, 2013). However, in terms of legal theory and legal history, tort and contract are not always considered independent or separate concepts. According to Subekti, an agreement is an event in which one person promises to another or where two people mutually promise to perform something (R. Subekti:2004.). Agreements in the Civil Code are regulated in Article 1313 which states that "an agreement is an act by which one or more people bind themselves to one or more other people." What are the clauses in the contents of the agreement? Car rental agreements are new agreements but have experienced very rapid progress. This is evidenced by the many existing car rental services. Rental agreements are regulated in Article 1548 of the Civil Code which reads: "Renting is an agreement by which one party binds itself to provide enjoyment of an item to another party for a certain period of time by paying a price agreed by the latter party." In an agreement, when the time period has expired, the lessee must immediately hand over the item being rented. Regarding the end of the rental period made in a written agreement, it is regulated in Article 1570 of the Civil Code which states: "If the lease is made in writing, then the lease ends by law when the specified time has passed, without any need for termination for that. Therefore, if the rental period specified in the agreement has expired, then the lessee must immediately hand over or return the rented goods in the same condition as when the goods were handed over." Legal actions or deeds create a legal relationship of agreement so that one party is given by the other party to obtain performance, while the other party also fulfills the performance. So one party obtains rights and the other party bears the authority to submit or fulfill the performance. The rights and obligations of the parties are based on certain reasons that are bound by article 1337 which states that "A reason is prohibited, if it is prohibited by law, or if it is contrary to good morals or public order" Default is: "Implementation of an agreement that is not on time or is carried out improperly or is not carried out at all." (Yahya Harahap: 2000) In general, default is: "A situation where a debtor (owing) does not fulfill or carry out the performance as stipulated in an agreement". Default occurs when one party does not fulfill what is his obligation that has been stipulated in the agreement, both the agreement that arises from the agreement or the law.

Default can occur either intentionally or unintentionally. An unintentional default can occur due to a party's inability to fulfill the obligation or being forced to refrain from performing the obligation (Ahmadi Miru, 2007). In the implementation of an agreement, if a situation arises where the obligated party fails to perform an obligation (obligation) not due to force majeure, the obligated party will be asked for compensation (J. Satrio, 2010).

There are four consequences of default, as follows:

- a. The obligation remains in existence.
- b. The obligated party must pay compensation to the creditor (Article 1243 of the Civil Code).
- c. The burden of risk shifts to the debtor's losses if the obstacle arises after the debtor's default, unless there is a gap or major error on the part of the creditor. Therefore, the debtor is not permitted to rely on force majeure.
- d. If the obligation arises from a reciprocal agreement, the creditor can be released from its obligation to provide counter-performance by using Article 1266 of the Civil Code.

A breach of contract results in the other party (the counterparty to the defaulting party) being harmed. Because the other party is harmed by the breach, the party in breach of contract must bear the consequences of the counterparty's demands, which may include:

- a. Cancellation of the agreement only
- b. Cancellation of the agreement accompanied by a demand for compensation, in the form of costs, losses, and interest.
- c. Fulfillment of the contract only, where the creditor only demands the debtor's performance.
- d. Fulfillment of the contract accompanied by a demand for compensation. The creditor demands that the debtor, in addition to performance, also provide compensation (Article 1267 of the Civil Code).
- e. Demanding compensation only.

All of the above issues will have legal consequences, namely that the party in breach of contract must bear the consequences or penalties in the form of:

- a. Compensation for costs, losses, and interest due to the failure to fulfill an agreement. Therefore, compensation is essentially compensation for losses incurred by the debtor due to the debtor's breach of contract. According to Article 1246 of the Civil Code, compensation consists of three elements:
 - a) Costs, namely all expenses or costs actually incurred.
 - b) Losses, namely losses due to damage to the creditor's property caused by the debtor's negligence.
 - c) Interest, which is the profit that the creditor would have received or expected if the debtor had not defaulted. Compensation for default has limitations. The law stipulates that the losses that must be paid by the debtor to the creditor as a result of default are as follows:
 - 1) Losses that were foreseeable when the agreement was made. According to Article 1247 of the Civil Code, the debtor is only required to pay compensation for losses that were actually foreseeable or should have been foreseen at the time the agreement was made, unless the failure to fulfill the agreement was due to fraud on his part.
 - 2) Losses as a direct result of default. According to Article 1248 of the Civil Code, if the failure to fulfill the agreement is due to the debtor's fraud, the

payment of compensation only covers the losses suffered by the creditor and the profits lost, consisting only of what.

- 3) Based on the principle of Exceptio Non Adimpleti Contractus, the party harmed by a default can only be compensated for those losses that are a direct result of the failure to fulfill the agreement.
- b. Cancellation of the agreement or breaking of the agreement. Cancellation of an agreement or breaking of an agreement aims to bring both parties back to the situation before the agreement was entered into.
- c. Transfer of Risk, Transfer of risk is the obligation to bear losses if an event occurs beyond the fault of one of the parties which affects the goods and becomes the object of the agreement in accordance with Article 1237 of the Civil Code

Based on an interview with Prana Mukti as the Owner at Bali Gede Rent Car, he said that legal protection for car rental companies if the car renter experiences a default on the car rental agreement at PT. Bali Gede Rent Car is the existence of guarantees and compensation provisions stated in the car rental agreement where the car rental agreement begins from the car pick-up process which is preceded by an inspection and return which also ends with an inspection of the condition of the rented car, so that it can prevent default from both the car renter and the rent car party. Legal protection is one of the most important things in the elements of a state of law. This is considered important, because in the formation of a state, laws will also be formed that regulate each of its citizens, (Indradewi, A. S. N.: 2015). In its development, a reciprocal relationship will be established between a state and its citizens, which results in the existence of rights and obligations between each other, and legal protection is one of the rights that must be provided by a state to its citizens. Legal protection is closely related to the concept of a state based on law, because the birth of this concept is the aim of recognizing and protecting human rights (Dewi, N. M. L.: 2019).

5. CONCLUSION

5.1. Conclusion

- 1) The agreement serves as the basis for car rentals at PT. Bali Gede Rent Car because it is an absolute requirement that must be fulfilled before providing the car for rent. The rental agreement contains rules explaining the car rental mechanism and sanctions that will be imposed if any violations occur. All points in the rental agreement must be complied with by both parties.
- 2) Legal protection for the car rental company in the event of a car renter's default under the car rental agreement at PT. Bali Gede Rent Car is provided by the guarantee and compensation provisions stipulated in the car rental agreement. The car rental agreement begins with the car pick-up process, followed by an inspection and return, and ends with an inspection of the condition of the rented car. Therefore, in the event of a default, the car renter can immediately claim damages in accordance with the agreement.

5.2. Suggestions

- 1) Car rental business owners are advised to enter into a written agreement with specific terms and conditions before renting a car. This agreement serves as a basis for seeking compensation in the event of a default.
- 2) Car rental owners are advised to be thorough when renting a car. This is expected to minimize the risk of default due to a lack of understanding of the terms of the rental agreement.

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