

The legal consequences of breach of performance in cooperation between service providers and companies that use event organizers (PT. Showbitz Mitra Utama)

Putri Yunita Sihotang* & Alvin Hamzah Nasution^{ORCID}

Program Studi Ilmu Hukum, Fakultas Hukum, Universitas Medan Area, Jl. H. Agus Salim Siregar, Kenangan Baru, Kec. Medan Tembung, Kabupaten Deli Serdang, North Sumatera 20223, Indonesia
e-mail: putriyunita@gmail.com

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ABSTRACT

This study aims to analyze the legal consequences of default in the cooperation agreement between service providers and companies that use Event Organizer services, especially at PT Showbitz Mitra Utama. The formulation of the problems raised in this study includes: (1) the implementation of the cooperation agreement between the provider and the user of Event Organizer services, (2) the legal consequences of default arising in the cooperation agreement, and (3) dispute resolution carried out by the parties in resolving the default that occurred. This study uses a qualitative approach with a case study on PT Showbitz Mitra Utama, which is involved in a cooperative relationship with the Event Organizer service user company. The results show that the cooperation agreement between the two parties is generally regulated in the form of a written contract that includes the obligations and rights of each party. Default occurs when one party fails to fulfill the performance in accordance with the agreed provisions, which results in the obligation of compensation and dispute resolution through negotiation, mediation, or legal channels. Dispute resolution can be carried out with peaceful efforts between the two parties; however, if it fails, legal proceedings through the courts become the last resort. This research contributes to the understanding of the importance of written agreements and dispute resolution mechanisms in reducing the negative impact of defaults in relationships.

Keywords: Default, Cooperation Agreement, Event Organizer, Dispute Resolution.

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RESEARCH & PUBLISHING



1. INTRODUCTION

In Indonesia, the event management service business and event organizer (EO) profession are relatively new. The world continues to experience rapid development along with technological advancements and lifestyle changes. Over time, an increasing number of events and important moments in life have been celebrated. The increasingly modern era encourages many people to celebrate these moments, such as birthdays, weddings, anniversaries, and other celebrations (Gustiar, 2024). This opportunity is seized by entrepreneurs interested in opening a service business, particularly in the event management sector, which is better known as EO. EO can be considered the fastest-growing business. With the increasing number of busy people, many are looking for more practical and instant ways to organize various events. Using the services of an EO is the correct solution, as it can save time and energy and ensure that the event runs successfully and smoothly. The use of EO services is currently increasing (Maidianti, 2024).

The development of the event industry in Indonesia can be seen in the existence of specialized curricula teaching event management at various educational institutions. As a complex field involving planning and evaluation, as well as managing various disciplines, such as sponsor relations, marketing, and existing resources, this industry requires a professional approach (Is'ad et al., 2024). Therefore, it is crucial to have study programs that equip human resources with in-depth skills and knowledge in professional event management. The demand for event organizers from both the public and companies continues to increase because companies trust EO services to enhance their image. One factor in the success of EOs is their ability to consistently generate new ideas for each event and create a fresh experience for everyone (Izmi, 2021).

The event organizer business can be simple, if not complex, if it requires or has a solid work team with a clear and detailed division of tasks. Therefore, many people are trying to get involved, and even existing Event Organizers are further advancing their companies because the future prospects are very profitable when the team is solid (Dharmayuda et al., 2022). This Event Organizer was born from the desires of parties who have funds, because they do not want the hassle of organizing the event. In this modern era, many companies, agencies, and individuals want to hold an event, so to organize and work on it, the services of an Event Organizer are needed. Event Organizers must be able to adapt to rapid technological developments and, as much as possible, must use new technology in event implementation. There are various developments in events, including Emirzon et al. (2021).

a) *Event Development in Indonesia*

In Indonesia, the event business is a development target of the Ministry of Tourism and Creative Industries. Thus, event development has received attention from relevant departments and agencies for continued development. With good collaboration, event management can enhance Indonesia's image as a tourism destination, stimulate investment, and create jobs.

b) *Business Event Development*

Because many companies now use EO to promote their businesses, the development of business events continues to increase.

c) *Technological Development in Business Events*

Information and communication technology significantly influences the development of events, bringing a new dimension to the space in which an event or activity is held. Meetings and conferences are now widely used for business purposes, in line with technological developments that make events more interactive by displaying numerous images related to the event theme, rather than simply listening

to people speaking in a classroom. The development of business events can generate creative ideas by leveraging technological advancements.

d) *Sports Event Development*

One of the goals of organizing a sporting event is to satisfy the attendees. Two factors influence the development of sporting events worldwide: technology and the environment. The development of event management is not only seen in the use of the latest technology; re-creating the environment is at the heart of organizing sporting events.

e) *Development of Entertainment Events*

Entertainment events, such as music concerts, operas, and music competitions, are very popular with the majority of the public. The increasing number of these types of entertainment events has led to the development of many event organizers (EOs) who are developing ideas for organizing entertainment events. The use of technology has also influenced the sponsors involved in these events.

f) *Development of Personal Events*

In line with the development of personal events, such as birthday parties or weddings, various methods of organizing these events are being developed to make them as attractive as possible, thereby generating increased demand for EO services for every activity.

The business activities carried out by event organizers naturally involve dealing with consumers or users of their services. The relationship between the event organizer and the consumer is contractual, where the consumer entrusts its activity or event to the event organizer to ensure that the event runs smoothly and is professionally executed (Pangestu, 2019). The agreement between the event organizer and consumer must refer to the law, which contains the elements of an agreement, with the aim of protecting the rights of both parties (Emirzon et al., 2021).

An agreement is simply an agreement recognized by law. This agreement is a fundamental requirement in the business world and forms the basis of most commercial transactions, such as the sale and purchase of goods, land, credit, insurance, transportation of goods, the formation of business organizations, and, to an extent, labor (Anggusti et al., 2025).

Agreement or obligation is regulated by Article 1313 of the Civil Code, which reads: "An agreement is an act by which one or more parties bind themselves to one or more people" From this understanding, it can be seen that an agreement is made by two or more legal subjects where both have different needs or interests from each other and are tried to be brought together by an agreement or bond, then an obligation arises between the parties where one party has the right to a performance and the other party has an obligation to fulfill a performance (Sutantio & Oeripkartawinata, 2009).

Agreements or commitments are regulated in Article 1313 of the Civil Code, which states: "An agreement is an act by which one or more parties bind themselves to one or more other persons." From this definition, it can be understood that an agreement is made by two or more legal entities, both of which have different needs or interests and are attempted to be reconciled through an agreement or commitment (Yahya Harahap, 2017). This creates an obligation between the parties. One party has the right to perform and the other party has an obligation to fulfill that performance. According to Subekti, an agreement is an event in which one person promises to another or where two people mutually promise to carry out something. An agreement creates a bond between two parties.

Agreement arises from agreement or consent between parties. According to Article 1320 of the Civil Code, an agreement must meet four requirements to comply with legal provisions and be binding on parties. These are:

- 1) Agreement between both parties,

- 2) Capacity to perform legal acts,
- 3) The existence of an object,
- 4) The existence of a lawful cause.

Agreements or contracts are often used in business activities or transactions to avoid undesirable events and provide legal certainty and clarity regarding the rights and/or obligations of each party that must or must not be carried out. Therefore, many legal entities engaged in business activities will enter into agreements, written down in writing, or are often referred to as contracts. In this regard, if one of the rights or obligations is not fulfilled, one party is in breach of the contract (Adnyana, 2013).

A breach of contract, also known as a breach of promise, is the debtor's obligation to fulfill a certain obligation. If the fulfillment of the obligation is not affected by circumstances, the debtor is considered to have breached the promise (Rafiqi et al., 2025). The word "wanprestasi" comes from Dutch, meaning poor performance. Violations of contractual rights give rise to an obligation for compensation based on default, as stipulated in Article 1236 of the Civil Code (performance to provide something) and Article 1239 of the Civil Code (performance to do something). Furthermore, regarding default, Article 1243 of the Civil Code states that compensation for costs, losses, and interest due to failure to fulfill an obligation is only required if the debtor, after being declared negligent in fulfilling their obligation, continues to do so, or if something that must be provided or done can only be provided or done within a time limit that has passed (Bagenda et al., 2023).

According to Subekti, a default refers to negligence or omission. There are four types of debtors: a) not doing what they promised to do; b) doing what they promised, but not as promised; c) doing what they promised but late; and d) doing something that they were not allowed to do according to the agreement. In reality, in the implementation of agreements, problems often arise, such as failure to fulfill obligations by one party to the agreement, commonly referred to as a breach of contract. Of course, this was detrimental to the other party to the agreement. An agreement can be properly implemented if all parties have fulfilled their respective obligations as agreed upon, without any party being harmed.

Many factors contribute to an event organizer's failure. Sometimes, even though the organizer has done their best, they still encounter various obstacles, resulting in negligence or a breach of contract for the parties involved. Therefore, parties who feel their rights and obligations have not been met because breach of contract by another party has the right to file a lawsuit with the District Court to demand the reimbursement of costs, damages, and interest, if any. According to J. S breach of contract is a situation where the debtor fails to fulfill its promise or fails to fulfill it as expected, all of which can be blamed on the debtor. Based on the above description, the author wishes to conduct more in-depth research, the results of which will be presented in the form of a thesis entitled 'Legal Consequences of Default in Cooperation Between Service Providers and Companies Using Event Organizers (PT. Showbitz Mitra Utama)".

2. METHODOLOGY

This study uses a normative legal research method with a statute approach, conceptual approach, and case approach (Ali, 2021). Normative legal research was chosen because the main focus of the study was to analyze the legal provisions governing the legal consequences of breach of performance in the cooperative relationship between service providers and companies using Event Organizer services, especially at PT. Showbitz Mitra Utama. The Statutory Approach is used to examine relevant laws and regulations, such as the Civil Code (KUHPperdata) and Law Number 8 of 1999, concerning Consumer Protection, as well as other provisions related to agreements and breaches. The Conceptual Approach is used to describe legal concepts regarding agreements, breaches, and their legal consequences based on

civil law and contract law theories (Abdussamad & Sik, 2021). The case study was carried out by examining the cooperation contract documents between PT. Showbitz Mitra Utama and the service user company, as well as analyzing disputes or violations that have occurred. Legal materials were collected through library research on various written sources, as well as a review of related agreement documents and company archives. The legal materials were analyzed using qualitative methods, namely outlining and interpreting legal regulations, doctrines, and related data to answer the problem formulation (Triandini et al., 2024). The results of the analysis are then presented descriptively and analytically to provide a comprehensive overview of the legal consequences of default in the partnership (Abdussamad & Sik, 2021).

3. RESULTS AND DISCUSSION

3.1 Legal Consequences of Default in a Collaboration Between a Service Provider and a Company Using an Event Organizer (PT. Showbitz Mitra Utama)

The implementation of a collaboration agreement between a service provider (Event Organizer) and a company using the services is generally carried out by signing a written contract that stipulates the rights and obligations of each party. In this collaboration, the PT. Showbitz Mitra Utama, as the Event Organizer service provider, is responsible for providing services in accordance with the agreed-upon agreement, such as event organization, logistical coordination, and the provision of professional staff. In return, the company using these services is required to pay the agreed-upon price and provide the information necessary for the smooth running of the event. The implementation process of this collaboration involves various stages such as event preparation, implementation, and post-event evaluation. In some cases, ambiguity in implementation or violation of agreed-upon provisions can lead to disputes between the two parties. Default is a legal term referring to the failure or negligence of one party to fulfill obligations agreed upon in an agreement. The term is derived from the Dutch word *wanprestatie*, meaning "bad performance" or "poor execution." In the context of civil law, a breach of contract occurs when one party fails to fulfill its obligations under the terms of a contract or agreement, either in whole or in part, or is late in performing them (Achmad Nur Miftahuddi, 2023). More specifically, contract breaches can occur in several forms, including

1. Failure to fulfill obligations under the agreement (e.g., failure to provide agreed-upon goods or services).
2. Implementing performance that does not conform to the promise (e.g., providing goods that do not meet specifications).
3. Delay in fulfilling obligations (e.g., delay in delivery of goods or performance of services).
4. Failure to fulfill performance due to avoidable circumstances (e.g., negligence or errors not justified by external circumstances).

As a result of this breach of contract, the injured party can seek compensation, cancellation of the contract, or legal dispute resolution depending on the provisions of the agreement. Under Indonesian law, breach of contract is regulated by the Civil Code (KUHPerdata), specifically Article 1238 and the following. Default occurs when one party fails to fulfill its obligations in accordance with the contents of the agreement, either in the form of non-performance or late fulfillment of agreed obligations. In cooperation between service providers and companies using Event Organizer services, the legal consequences of default can be in the form of compensation obligations, both material and immaterial, in accordance with the provisions of Article 1236 of the Civil Code regarding breach of contracts. In the case of PT. Showbitz Mitra Utama, if the company fails to organize an event as agreed or does not provide services according to the promised standards, then the company using the services has the right to demand compensation for losses incurred, both in the form of direct and indirect losses. Other legal consequences include termination of the cooperative relationship and demands for settlement through legal channels if settlement through negotiations does not produce results.

3.2 Settlement of Breach of Contract Disputes in Cooperation Agreements between Service Providers and Event Organizers

The breach of contract disputes can be resolved through several mechanisms depending on the provisions of the cooperation agreement. Typically, an agreement includes a clause regarding dispute resolution, including mediation, arbitration, or litigation. At PT. Showbitz Mitra Utama, if a dispute arises regarding breach of contract, the aggrieved party can first attempt resolution through mediation or direct discussion with the party deemed to have breached the contract. This mediation can involve a neutral third party to reach a mutually satisfactory agreement. If mediation fails, arbitration or court proceedings are the final option. The legal process in court involves the presentation of evidence and arguments regarding the breach of contract and claims for damages in accordance with the terms agreed upon in the agreement. Effective and efficient dispute resolution depends heavily on good communication and negotiation between the parties, as well as the clarity of the clauses in the agreement governing the legal consequences of a breach of contract (Hermalin et al., 2007).

During their implementation, business relationships are based on agreements or contracts. An agreement or contract is a series of mutually binding agreements made by parties. This is because in law, an agreement is a manifestation of legal certainty. Therefore, in practice, every agreement is made in writing to obtain legal force and achieve legal certainty. An agreement creates a legal relationship that creates the rights and obligations of each party. Therefore, an agreement in the form of a contract is inherently binding, and, according to Article 1338, paragraph 1 of the Civil Code, this agreement has the force of law for the parties who made it (Dharmayuda et al., 2022).

The elements of a breach of contract include a valid agreement (Article 1320), an error (due to negligence or intent), a loss, and sanctions, which can include compensation resulting in the cancellation of the agreement, transfer of risk, and payment of court costs (if the matter goes to court). Due to the loss suffered by the other party, the party in breach of contract must bear the consequences of the opposing party's claims, which can include cancellation of the agreement, cancellation of the agreement with a claim for compensation, and fulfillment of the agreement accompanied by a demand for compensation (Mescher, 2009).

The breach of contract results in another party (the counterparty to the defaulting party) being harmed. Because the other party is harmed by the breach, the party in breach must bear the consequences of the opposing party's claims, which may include (Siregar et al., n.d.)

- a. Cancellation of the agreement only
- b. The cancellation of the agreement was 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 demand for compensation. The creditor demands that the debtor, in addition to performance, also provide compensation for losses (Article 1267 of the Civil Code).
- e. Demanding compensation alone

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

1. Compensation for costs, losses, and interest due to failure to fulfill an agreement. Therefore, compensation is essentially compensation for losses incurred by the debtor due to breach of the contract. According to Article 1246 of the Civil Code, compensation consists of three elements.
 - a Costs, namely, all expenses or costs incurred.
 - b Losses, namely losses due to damage to the creditor's property caused by the debtor's negligence.
 - c Interest, namely the profit that the creditor should have received or expected if the debtor had not neglected. Compensation for contract breaches has limitations. The law stipulates that the losses that must be paid by the debtor to the creditor as a result of a contract breach are as follows:
 - 1) Losses were foreseeable when an agreement was reached. According to Article 1247 of the Civil Code, the debtor is only required to pay compensation for losses that were foreseeable

or should have been foreseeable when the agreement was made, unless the failure to fulfill the agreement was due to the debtor's deception.

- 2) Losses are a direct result of defaults. According to Article 1248 of the Civil Code, if the failure to fulfill the agreement is due to the debtor's deception, compensation is limited to the losses suffered by the creditor and any profits lost.
- 3) Based on the principle of Exceptio Non-Adimpleti Contractus, the party harmed by a default may only be compensated for the losses directly resulting from the failure to fulfill the agreement.
2. Cancellation or termination of an agreement. The cancellation of an agreement or termination of an agreement aims to return both parties to the state they were in before the agreement was entered into.
3. Transfer of Risk: Transfer of risk is the obligation to bear losses if an event occurs beyond the fault of either party that affects the goods that are the subject of the agreement, as stipulated in Article 1237 of the Civil Code.

Disputes arising from breaches of contractual obligations are usually resolved through several mechanisms stipulated in the agreement (Putri et al., 2023):

1. Direct Negotiation: The parties involved can engage in direct negotiations to find an amicable solution. This can be achieved by granting additional time to fulfill obligations or by finding a mutually beneficial solution.
2. Mediation: If direct negotiations fail, parties can use a mediator to help reach an agreement. Mediation is an out-of-court dispute resolution process in which a neutral third party (the mediator) attempts to assist parties in reaching an agreement.
3. Arbitration: If the mediation is unsuccessful, arbitration is another option. In arbitration, the dispute is resolved by an arbitrator (usually an expert or professional), who makes a binding decision based on the facts and evidence presented by the parties. Arbitration has advantages over formal court proceedings, such as faster processing and lower costs.
4. Litigation: If dispute resolution through negotiation, mediation, or arbitration fails, the aggrieved party can take the dispute to the court. The court adjudicates according to applicable law and decides who is at fault for breach of contract and imposes sanctions in the form of compensation or termination of the contract.

At PT. Showbitz Mitra Utama, cooperation agreements typically include a dispute resolution clause, which allows both parties to choose between mediation, arbitration, or litigation, depending on the needs and agreement of the parties. Even if one party has committed a breach of contract, its interests must still be protected to maintain a balance. The legal protection for the injured party is as follows (Putri et al., 2023):

- a. Certain mechanisms for terminating agreements. To prevent termination of the agreement from being carried out arbitrarily, even if the other party has committed a breach of contract, the law establishes specific mechanisms to terminate the agreement. The mechanisms involved are as follows.
 1. Obligation to serve as a warning (Article 1238 of the Civil Code).
 2. Obligation to terminate mutual agreements through the courts (Article 1266 of the Civil Code).
- b. Limitations to terminating the agreement. As explained, if one party has committed a breach of contract, the other party has the right to terminate the agreement. However, several legal restrictions apply to the right to terminate the agreement by the party harmed by this breach.
 1. This breach must have been serious. The mechanism for determining the seriousness of a contract breach is as follows:
 - a) Determine whether there are provisions in the agreement that specify which obligations constitute breaches of contract.
 - b) If there are provisions in the agreement, the judge can determine whether the failure to perform these obligations is serious enough to constitute a contract breach.
 2. The right to terminate the agreement is waived. Waiving the right to terminate the agreement has the following legal consequences: the loss of the right to terminate the agreement does not affect the

receipt of compensation. A breach of contract entails an obligation to restore, namely, the obligation of the injured party to return the benefits of the performance that the breaching party may have performed.

Legal arrangements for the implementation of cooperation agreements between event organizers and service users are crucial to ensure that both parties fulfill their obligations properly. A breach of contract can occur when one party fails to fulfill its obligations, which can result in legal consequences in the form of compensation or contract termination (Izmi, 2021). Disputes arising from breach of contract can be resolved through negotiation, mediation, arbitration, or court proceedings, considering the clauses in the previously agreed upon agreement. Clear and firm provisions in the contract and an effective dispute resolution mechanism can reduce the potential for disputes and provide adequate legal protection for parties.

4. CONCLUSION

Collaboration between service providers and companies using Event Organizers, such as PT. Showbitz Mitra Utama, the implementation of the cooperation agreement must be based on a clear and detailed agreement between the two parties. Based on Article 1313 of the Civil Code, an agreement is an act in which one or more parties bind to another or more parties. In this context, the cooperation agreement between the service provider and the company using the Event Organizer service must include the rights and obligations of each party, such as the service provider's obligation to organize the event according to the agreed standards, as well as the obligation of the company using the service to pay service fees and provide the required information. All these aspects must be fulfilled responsibly so that collaboration runs smoothly and avoids disputes. If one party fails to fulfill its obligations according to the contents of the agreement, then this can be categorized as a breach of contract. Article 1238 of the Civil Code explains that a breach of contract occurs when one party does not fulfill its performance, as agreed in the contract. In this case, if PT. Showbitz Mitra Utama fails to deliver an event according to the agreed quality or schedule, or if the service provider fails to fulfill its payment obligations, the injured party may file a claim for a breach of contract. Furthermore, the legal consequence of breach of contract is the obligation of the defaulting party to compensate the injured party, either in the form of material or immaterial damage, in accordance with Articles 1236 and 1239 of the Civil Code.

The legal consequences of a breach of contract may include the obligation to perform the agreed performance or compensation for losses arising from the breach of contract. Article 1243 of the Civil Code states that compensation for costs, damages, and interest is only required if the party breaching the agreement has been declared negligent and continues to fail to fulfill its obligations. In a partnership between a service provider and a service provider, if the event organizer fails to perform its duties or the service provider fails to fulfill the agreed payment, the injured party has the right to claim compensation. Furthermore, an agreement can also be terminated by the injured party if the performance fails to meet the promised contractual obligations as stipulated in Article 1266 of the Civil Code. There are several mechanisms available to both parties regarding dispute resolution due to a breach of contract. Based on Article 1246 of the Civil Code, if the defaulting party fails to fulfill its obligations under the agreement, the dispute can be resolved through mediation, arbitration, or litigation. In this case, the service user and provider can attempt to resolve the dispute through dialogue and negotiation. If this fails, mediation or arbitration involving a neutral third party may be used to find a solution. If both methods are unsuccessful, court action can be the final step, in which the injured party can file a lawsuit in accordance with applicable legal procedures. Overall, to prevent breaches and disputes in collaboration between an event organizer and a service user, the agreement must be clearly drafted, the rights and obligations of each party must be set out, and provisions for dispute resolution that can be taken in the event of a breach must be included. Detailed and firm provisions in the agreement and a good understanding of the legal consequences of the default will help maintain a smooth cooperative relationship and protect the rights of both parties.

Ethical Approval

This study was conducted in accordance with the ethical principles outlined in the Declaration of Helsinki.

Informed Consent Statement

Not applicable.

Authors' Contributions

Putri Yunita Sihotang conceptualized the study, designed the research methodology, and conducted data analysis. She also wrote and revised the manuscript writing and revisions. Alvin Hamzah Nasution contributed to the data collection, statistical validation, and interpretation of results. He also provided critical revisions and assisted in refining the Discussion and Conclusion sections.

Disclosure Statement

The authors declare no potential conflicts of interest regarding the research, authorship, or publication of this article.

Data Availability Statement

The data supporting the findings of this study are available from the corresponding author upon reasonable request.

Notes on Contributors

Putri Yunita Sihotang

Putri Yunita Sihotang is a member of the Faculty of Law, Universitas Medan Area, specializing in business and contract law with a particular interest in legal risk management and corporate cooperation agreements.

Alvin Hamzah Nasution

<https://orcid.org/0000-0002-5143-8841>

Alvin Hamzah Nasution is a member of the Faculty of Law, Universitas Medan Area, focusing on civil and commercial law, with research interest in corporate partnerships and dispute resolution.

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