

**UUMILC 2017**  
**9<sup>TH</sup> UUM INTERNATIONAL LEGAL CONFERENCE**

**THE EFFECT OF BREACH IN FRANCHISE NYIDAM SARI  
BASED ON INDONESIAN LAW**

Suryati (a)\*, Esti Ningrum (b), Prosawita Ririh Kusumasari (c)

\*Corresponding author

(a) Suryati, Law faculty of Wijayakusuma University, Purwokerto-Banyumas, Indonesia, [suryatishmh@yahoo.co.id](mailto:suryatishmh@yahoo.co.id).

(b) Esti Ningrum, Law faculty of Wijayakusuma University, Purwokerto-Banyumas, Indonesia,  
[estiningrum08@yahoo.com](mailto:estiningrum08@yahoo.com), 085798512351

(c) Prosawita Ririh Kusumasari, Law Faculty of Wijayakusuma University, Purwokerto-Banyumas, 08562601866

***Abstract***

Franchising is a modern concept of business is growing rapidly both locally and transnationally. The franchise agreement is not specifically filled in the third edition of civil law book as normative base. The aim of this research is to investigate the legal completion as the effect of breach of contract (to the parties of the franchise agreement in product Lapis Legit Nyidam Sari based on Indonesian law. Judicial norm is used in this research, by synchronizing between legal principles of agreement with the prevailing laws and regulations in Indonesia. The data obtained were analyzed qualitatively. Based on the results of the research franchise agreement Lapis Legit Nyidam Sari between Mujiono as franchisor with Susantiyono as the franchise recipient, it can be concluded that the legal completion as the effect of breach of contract of the parties is done by deliberation and consensus, if this is not achieved, then it will be brought to legal ways in accordance with the legal mechanisms in Indonesia (clause Article 10 of the franchise agreement).

© 2018 Published by Future Academy [www.FutureAcademy.org](http://www.FutureAcademy.org).UK

**Keywords:** Breach of contract, Franchise, Lapis Legit Nyidam Sari.



## 1. Introduction

In modern era, human living rotates fast, every single day they have to work hard to survive so that those who cannot survive in competition they will be marginalized. Modern era usually refers to the instant life where everything can be gotten fast. Therefore, people try to fulfil their needs as fast as they can. Fulfilling needs quickly has opened up the opportunities for business or become the effective way for expanding business network in which in this globalization era, the business expansion has entered space, time and territorial of a country (Suherman, 2004). One of the effective ways for expanding business network is franchise. The business system of franchisee can be considered as an effective way and in answering the challenges of business network. The development of franchisee has a role in increasing the local economic and finally it can affect the economical country (Asifa, 2014).

The appearance of franchise brings the logical consequence to the legal world. The legal institution is needed to arrange the business in a country. It is used for the creation of legal certainty and protection to the parties of business. Franchising can also be used as a tool for expanding business in unlimited form to the whole world. It means that a franchisor must know well the legal provisions in a country where franchise will be done so that the franchisee will not switch form, when they as business partners then become a competitor (Hariani & Serfianto, 2012).

For the parties that want to create the franchise must be centered on an agreement that is called franchise agreement. The law agreement sets in civil code. In article 1319 the civil code is determining two groups of agreement, namely:

- 1) *Nominaatcontracten*, it is an agreement that is given a specific name and arranged in law such as sell and buys agreement, rent agreement and the others.
- 2) *Innominaatcontracten*, it is an agreement which has no name and has not arrange specifically in law, such as rent and buy agreement, cooperative agreement and the others (Salim, 2005, p.1).

One of unnamed agreement is franchise of product *Lapis Legit Spesial Nyidam Sari*. This agreement is a new model in business. This is growing and developing in daily practice so that this is not familiar in civil code. Franchise in business practice is known internationally, however as new juridical it is arranged in Indonesia in 1997 with the Indonesia government regulation number 16 in year 1997, and it is about franchise and the regulation from the minister of industry and trade number 259/MPP/Kep/7/1997 it is about the rule and procedures for registration of franchise. It was then amended by the government regulation in number 42 year 2007, and the regulation from the minister of industry and trade number 57/M.DAG/PER/9/2014 it is about creating of franchise. In the article 1 paragraph 1 in government regulation number 16 year 1997, it is determined that the franchise is known as the contract between the parties of agreement to use their rights in their intellectual property or find intellectual property or find business features that other people had with a fee based on the terms of selling procedures (Hanim, 2011).

Meanwhile, Indonesia government regulation number 42 year 2007 it is about franchise which gives the definition of franchise that is the specially right that people had or business system with the feature to spread the product and give the good result and it can also use for other people based on franchise agreement. Franchise law related to the legal based on the giving rights, especially for spreading

product from the owner to others. That is arranged in a specific rule (Sewu, 2004). The meaning of franchise according to V. Winarto is the correlation between the owner with the others business which had the strongest and success business with the business that stronger enough or low and had the goal to get win-win solution in providing product to the consumer directly (Winarto, 1993). According Hardhiyanti (2015) that the franchise is a form of business network, a network consisting of many entrepreneurs who work with a similar system.

According to the franchise above, there are two parties in franchise agreement that is franchisor and franchisee. The franchisor gives the permission to the others (franchisee) to use feature and specific business (identity) for their business. Meanwhile, franchisee is the parties that receive the permission or licensy from the franchisor to use the specific business or the specific franchisor. Basically, franchise is an agreement about the method of distributing product to the consumer. In several times, franchisor gives a licensy to the franchisee to distribute product by using the franchisor name. The parties of the franchise who will create the franchise must be based on the written agreement in the standard form. The standard agreement itself is established from the needs of the business user in order to achieve the objectives and term that they agreed. Basicly, the standard agreement is the parties' standardization which make the transactions quickly use. The agreed terms are standardized, it means that they set as standard for any party that made the agreements (Dirdjosisworo, 2006, p.51). Then Karamoy (2004) reminds the prospective franchisee who will buy the franchise, should first study the feasibility of investment, and more thoroughly on the contents of the franchise agreement and not be tempted by the franchise's inducement. Also for local franchisees before doing a go-franchise, it is best to prepare the business system to meet franchisability requirements, ie the initial criterion of a feasible business is franchised.

One of the business that uses the principle of franchising in Purwokerto is Lapis Legit Spesial Nyidam Sari. Lapis Legit Spesial Nyidam Sari is using the franchise principle in developing of selling product. The franchise principle is used when the franchisor of Lapis Legit Spesial Nyidam Sari creates the agreements with the franchisee who wants to create the similar business in other places. One example of franchise principle can be seen through Mujiono the owner of product Lapis Legit Spesial Nyidam Sari in Jakarta branch. He is as the franchisor that creates the franchise agreement with Susantonyo as the franchisee who will build the new business in Purbalingga.

One of the contents of the franchise agreement is Lapis Legit Nyidam Sari between Mujiono and Susantiyono: Article 6 paragraph 4 j reads: "the obligation of the franchisee is to make payment of the franchise fee, royalty fee and other fees which have been mutually agreed upon, subject to the following conditions:

- Royalty fee of 7.5% (seven point five percent) per month, if the franchisee arns a net profit < Rp 15,000,000.

- Royalty fee of 10 % (ten percent) per month, if the franchisee earns anet profit  $\geq$  Rp 15.000.000".

The franchise agreement of product Lapis Legit Spesial Nyidam Sari between Mujiono and Susantonyo will cause the legal consequence that binds the parties, so that the parties must obey the contents and consequences of law. Although the agreement above is mentioned about rights and obligations of each party, but in the execution of the franchisee does not fulfil its obligations as agreed, therefore it is called breach of contract.

## **2. Problem Statement**

In the franchise agreement Lapis Legit Nyidam Sari has included the rights and obligations of each (Article 6, paragraph 4 j). However, in practice the franchise recipient does not fulfil its obligations as agreed, therefore it is called breach of contract.

## **3. Research Questions**

How is the legal completion as effect breach of contract of the franchisee in the franchise agreement of product Lapis Legit Nyidam Sari in Indonesian Law?

## **4. Purpose of the Study**

1) Theoretical use

This study is academically to know the legal settlement due to default for the parties in the legislation agreement of legislation cider layer based on Indonesian law.

2) Practical use

Providing discourse to all parties related to the franchise agreement, and its legal protection for the parties.

## **5. Research Methods**

This research is used normative juridical (Marzuki, 2012). Normative legal research method is a method used in legal research conducted by examining existing library materials (Sukanto, 1990). The Franchise Agreement of Lapis Legit Nyidam Sari was analyzed using the principles of law of agreement and synchronized with the Civil Code, Government Regulation No. 16 of 1997 jo Government Regulation No.42 of 2007 on Franchise; Decree of the Minister of Industry and Trade No. 259 / MPP / Kep / 7/1997 on Provisions and Procedures for Registration of Franchise Business; Regulation of the Minister of Trade No.53/M.DAG/PER/8/2012 jo Regulation of the Minister of Trade No.53/M.DAG/PER/8/2012 on Franchising; Regulation of the Minister of Trade No. 60 /M.DAG/PER/9/2013 concerning Obligation to Use Franchise Logo; Regulation of the Minister of Trade No. 58 / M.DAG/PER/ 9/2014 on Development of Partnership in Franchising for Food and Beverage Service Business, as well as related literature. The data obtained will be analyzed qualitatively.

## **6. Findings**

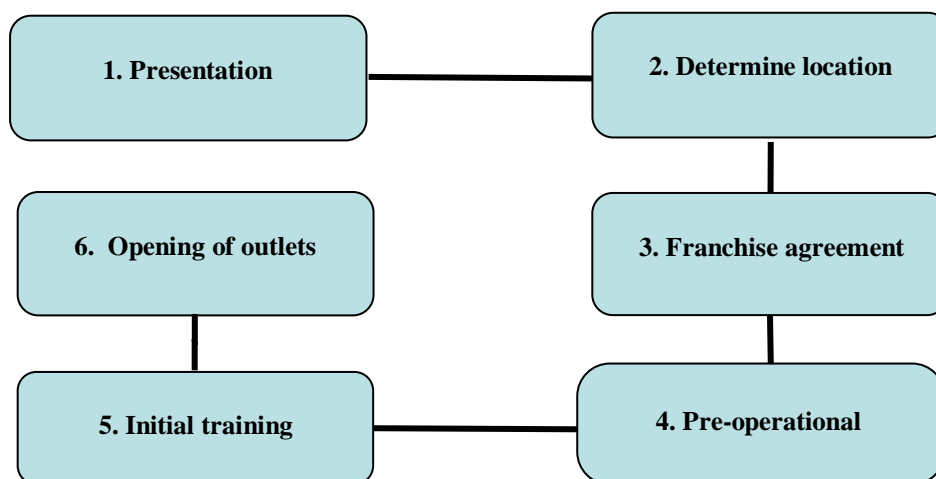
In the article 1 paragraph 1 in government regulation number 16 year 1997 (Peraturan Pemerintah Republik Indonesia Nomor 16 Tahun 1997) , it is determined that the franchise is known as the contract between the parties of agreement to use their rights in their intellectual property or find intellectual property or find business features that other people had with a fee based on the the terms of selling procedures. The definition of Government Regulation No. 16 of 1997 is enhanced by Government Regulation No. 42 of 2007 (Government Regulation of the Republic of Indonesia Number 42 Year 2007) which provides a more specific franchise definition, this is contained in Article 1 paragraph 1 franchise that is the specially right that people had or business system with the feature to spread the product and

give the good result and it can also used for other people based on franchise agreement. Franchise law related to the legal based on the giving rights, especially for spreading product from the owner to others. A franchise agreement under Article 1, paragraph 7 Regulation of the Minister of Trade No.53/M.DAG /PER/8/2012 is an agreement between the franchisor and the franchisee jo Regulation of the Minister of Trade No. 58/M.DAG/ PER/9/2014 (Peraturan Menteri Perdagangan No.53/M-DAG/PER/8/2012 jo Peraturan Menteri Perdagangan Nomor 58/M.DAG /PER/9/2014). Later Franchisor and franchisee who already has Franchise Registration Certificate (STPW) must use Franchise Logo (Article 2 paragrph 1 Regulation of the Minister of Trade No.60/M-DAG/PER/9/2013).

From a legal perspective, the franchise can be grouped in the field of contract law and the field of intellectual property law ( Rangkuti & Dina, 2012, p.12). Franchise comes from the word "wara" which has a more special meaning and "profit" means profit. so franchising is a business that provides more or more benefits (Nuraini, 2014).

The franchise agreement is a form of agreement, which gives the right and special authority to the franchisor. That is, as a treaty, the franchise is subject to the general provisions applicable to the validity of an agreement as provided for in Article 1319 of the Civil Code (Subekti & Tjitrosudibio, 1980), which specifies: "all agreements, whether of a particular name, or not known by a particular name, subject to the general rules, contained in this chapter and the last chapter ".

One of the unnamed agreements that created in daily practice is the franchise of product Lapis Legit Spesial Nyidam Sari. That was the new model agreement appeared because of the practically needed. For being as the franchise it is used several step such as:



**Figure 01.** (Steps of the franchise product Lapis Legit Nyidam Sari)

Initially the franchise starts from the success of the brand owner's business or franchisor. Through the franchise business format, the franchisor will transmit the success of his business to the franchisee. The franchisor has previously made and established a standard formula for success according to his experience. This process is done through the research and development of concepts, promotions, marketing activities, as well as build a good reputation and famous image. After successfully testing the

concept with the opening of outlets in more than one location, then the franchisor offers the franchise to the prospective franchisee. Furthermore an individual (partnership) sees opportunities offered by the franchisor, evaluating them to decide whether the franchise is profitable or not.

To become a franchise entrepreneur Lapis Legit Nyidam Sari, it takes interest and preferences in the field of food, willing to follow the system and procedures that apply, and have sufficient investment funds. Franchisors usually have provided documents to be completed by the franchisee candidate to see if the candidate is capable and motivated to start the business. The contents of the document for example: who and why candidates interested in buying franchise rights, and how much financial ability of candidates and so forth (M.Mujiono, personal communication, December 19, 2016).

Before deciding to purchase franchise rights, the franchisor is obligated to present data in terms of sales, personnel and financial conditions to prospective franchisees. This data is a confidential document and should not be used by the franchisee candidate for personal gain, but to know the condition of the franchisor's business before deciding the purchase of franchise rights. Then the franchisor provides a bidding document called Standard Operating Procedure (SOP) to a qualified franchise candidate, before the franchisee decides the signing of the franchise agreement. The franchise agreement Lapis Legit Nyidam Sari is a standard agreement which is then authorized by a notary, and contains the items in the table below:

**Table.01** The contents of the franchise agreement Lapis Legit Nyidam Sari

No	Standard Terms	Another requirement
1.	Title of the contract: Franchise Agreement Lapis Legit Nyidam Sari	For example concerning type, price, quantity, Color, place, time and some other specific things from The object of the agreement
2.	Object of contract	
3.	Identity of the parties: Mujiono (franchisor) and Susantiyono (franchisee)	
4.	Contents of contract	
5.	The terms of the agreement and the procedure for the extension of the agreement and the terms of the extension of the agreement	
6.	Marketing area	
7.	Procedure of payment of benefits	
8.	Use of goods or materials produced domestically produced and supplied by small entrepreneurs	
9.	Rights and obligations of each party and the assistance and facilities provided to the franchisee	
10.	Coaching, guidance and training to franchisees	
11.	Approved principal terms which may result in termination of agreement or termination of agreement Indemnification in the event of termination of agreement	
12.	Indemnification in the event of termination of agreement	
13.	How to settle disputes	
14.	Choice of law	

Article 1 of the franchise agreement Lapis Legit Nyidam Sari determines: the name and type of Intellectual Property Rights, inventions or business characteristics that become the object of the franchise is the brand: Lapis Legit Nyidam Sari; the "Legit" logo; Packaging; Recipe Special Lapis Legit Nyidam

Sari; Processed Starch Lapis Legit Nyidam Sari; The design of the space institution; Business management system; sales strategy; Raw material distribution model.

From this provision, the franchisor confirms that the type of franchise provided is a franchise of the business format, it because the franchisor is giving right to the franchisee the right to attempt by using the franchisor's trademark, and the entirety of previously untrained special management packages becomes trained through training, continuous assistance and guidance of the franchisor.

Article 2 The Lapis Legit Nyidam Sari shall govern the terms of the agreement and the procedure of extension and the terms of the extension of the agreement.

Article 3 of Lapis Legit Nyidam Sari agreement determines the marketing area, among others: 1). The franchisee is granted the right to market the Lapis Legit Nyidam Sari product in Purbalingga marketing area. During this franchise agreement period, it has the exclusive right to purchase other types or the same type as previously purchased in the Lapis Legit Nyidam Sari franchise in this marketing area for 2 years from the date of this franchise agreement.

The provision of this territory is based in order to guarantee the absence of similar business competition whether conducted by the same franchisee or franchisors. Designation of marketing territory may cover all or several parts of Indonesia. This means that the franchise is exclusive territorial or non-exclusive territorial only limited to certain territory with in the state of the Indonesia Republic (based on Article 19, 18 of Industry and Trade Regulation No.259/MPP/Kep/7/1997).

The exception of Article 18 of Industry and Trade Regulation No.259/MPP/Kep/7/1997 on the priority areas for franchising, Article 20 determines: "excepted by the provisions of Article 18, franchise activities that trade goods /food/beverage and traditional Indonesian services can be organized throughout Indonesia by small and medium-sized businesses and / or engage small and medium enterprises.

The Franchise Lapis Legit Nyidam Sari is a franchise business that trades Indonesian specialties, so that according to the exceptions in Article 20 Lapis Legit Nyidam Sari can be held in all parts of Indonesia.

Article 4 The amount and procedure of payment of fee shall include: the payment of royalty fee shall be done at the end of each month and at the latest 3 days after the franchisor has determined, with the following provisions: 7, 5% (seven point five percent) per month, if the franchisee earns a net profit < Rp 15,000.000; 10 % (ten percent) per month, if the franchisee earns a net profit  $\geq$  Rp 15,000,000.

Article 6 of the agreement Lapis LegisNyidam Sari regulates the rights and obligations of each party, including paragraph 4 j: to pay franchisee fee, royalty fee and other fees with the provisions of: 7, 5% (seven point five percent) per month, if the franchisee earns a net profit < Rp 15.000.000; 10 % (ten percent) per month, if the franchisee earns a net profit  $\geq$  Rp 15,000,000.

Article 10 means of disputes arising from a breach of a determines: The legal completion between the franchisor and the franchisee is done by peace and kinship in order to reach a consensus. If this completion is not achieved, then pursued through legal channels in accordance with the legal mechanism in Indonesia.

The emergence of the franchise agreement is the principle of freedom of contract as stated in Article 1338 paragraph 1 of the Civil Code. The principle of freedom of contract, that is, the parties may

arrange anything in the contract (catch all), to the extent not prohibited by law, jurisprudence or propriety. So the contract is finally located as a waste basket only (Syarifudin, 2012).

Satrio, said freedom of contract includes the following:

- 1) People are free to make contracts;
- 2) Free to self-regulate the contents of the agreement that will bind his actions;
- 3) Even one can promise that he is only responsible to some extent. With restrictions not contrary to law, morality and public order (1993).

The principle of freedom of contract is deemed relevant to the needs of the present society, since it is unlikely that all agreements can be regulated in a codification of laws and regulations. In every agreement including franchise agreement there are obligations that must be fulfilled by the parties called achievement as regulated in Article 1234 Civil Code that determines: each engagement is to give something, to do something and to not do something. If in an agreement the party having the obligation does not perform its obligations, it will certainly cause harm to the creditor. If in an agreement the party having the obligation does not perform its obligations, so it will certainly cause harm to the creditor. The reason the debtor did not meet the achievement could be because the debtor faces circumstances forcing or defaulting (Adonara, 2014).

According to Satrio breach of contract, is the creditor does not get what is promised by the opponent or the debtor does not carry out its performance obligations properly. Furthermore he said that the form of breach of contract can be: the debtor is not at all achievement, the debtor erroneously achieves, the debtor is late in achievement (1993, p.122). Breach of contract of a debtor according to Subekti can be:

- a. Not doing what he is willing to do
- b. Implementing what is promised, but not as promised
- c. Doing what is promised but too late
- d. Doing something according to the agreement should not be done (1987).

To determine when a default occurs, the creditor must first give a warning or warning, in the form of a bill so that the debtor can perform as expected. If with the letter of the bill, the debtor still disregard also, whereas in the letter of agreement is not determined about the time limit and so that the debtor can be said negligent, given instructions or exit by Article 1238 Civil Code that determines: The debtor is negligent, if he by warrant or by a similar deed has been declared negligent, or for his own engagement, is if it establishes that the debtor shall be deemed negligent by the passage of the prescribed time.

Based on Article 1238 Civil Code, then the form of negligent statement is:

1. The warrant, which is meant herein is the creditor's letter to the debtor containing a warning or request to the debtor to fulfil its obligations at the latest at a specified time, this letter is called *sommatic* or *ingebrekestelling*, and is generally delivered through a court bailiff. This deed made by a bailiff is an authentic deed as stipulated in Article 1868 Civil Code.

2. Such a deed, it means an authentic deed of a kind *exploit* of a bailiff. According to the science of civil law is meant by a similar deed is a similar act of law, so it is similar to the order delivered bailiffs. Usually *sommatic* is done by the bailiff of the Court, which makes the verbal process of the job or simply



by registered mail or wire mail originally not to be easily denied by the indebted. Oral Sommatie is not justified, but may be in the form of warning letters even telegram is considered sufficient.

3. For the sake of his own engagement, meaning the provisions contained in the agreement itself, if it turns out the debtor does not fulfil its achievements as promised, then with the passage of time determined by itself is already breach of contract without the need to be given sommatie first. In the engagement may occur the parties determine in advance when the negligence of the debtor in a treaty, for example agreement with the provisions of time, then theoretically in this case a negligent statement is not necessary, but in the presence of the time when the negligent situation that happens by itself.

If a debtor has been warned or has firmly billed his promise he still does not carry out his performance, then he is in a negligent or negligent state and against him can be given sanctions as set forth in Articles 1236 and 1243 Civil Code. Article 1236 determines: "The debtor is obliged to compensate the cost, the loss and the interest to the debtor, if he has brought himself in a state incapable of surrendering his material to save it." Then Article 1243 determines: "Replacement of costs, loss and interest due to non- the fulfilment of a new engagement shall be obligated, if the debtor has been declared inattentive to his engagement, but has neglected it or if something to be given or made may be given or made within the period of which it has lapsed."

The provisions of the two articles above specify that in the event that the debtor fails to fulfill his or her performance obligations, the lender shall be entitled to claim compensation, costs and interest. Sanctions for a debtor who is negligent in achieving, according to Subekti, namely:

1. Pay the losses suffered by the creditor or indemnification;
2. Cancellation agreement or also called the breaking of the agreement;
3. Transition risk;
4. Pay the cost of the case if it is held before the court (1987).

Based on the results of research can be explained that the legal completion as effect of breach of contract are as follows:

**Table. 02** The Legal completion as effect of breach of contract

No.	Breach of contract (article 8)	Legal effect (article 9)	Completion (article 10)
1.	If the franchisee does not pay Royalty Fee to the franchisor	Obligated to pay the unpaid Royalty Fee to the franchisor no later than one month after the termination of the franchise agreement	The legal completion between the franchisor and the franchisee is done by peace and kinship in order to reach a consensus. If this completion is not achieved, then pursued through legal channels in accordance with the legal mechanism in Indonesia.
2.	If the franchisor infringes, sells or deflects and the Intellectual Property Rights of the legitimate franchisor	Compulsory to pay compensation in accordance with applicable law	
3.	The franchisor does not run the standard operating procedure (SOP) that the franchisor has assigned to the franchisor	To terminate the agreed franchise agreement and all loss of franchisees / franchisee's investment is subject to full franchise / franchisee's risk	
4.	A franchisor builds, runs a similar business, has similarities or can create competition with a franchise granted and owned by the franchisor	To terminate the agreed franchise agreement and all loss of franchisees / franchisee's investment is subject to full franchise / franchisee's risk	

## 7. Conclusion

Based on the results of the research in the Franchise agreement Lapis Legit Nyidam Sari between Mujiono as the franchisor with Susantiyono as the franchise recipient, it is concluded is: 1. If the franchisee does not pay Royalty Fee to the franchisor, then obliged to pay the unpaid Royalty Fee to the franchisor no later than one month after the termination of the franchise agreement; 2.If the franchisor infringes, sells or deflects and the Intellectual Property Rights of the legitimate franchisor, then Compulsory to pay compensation in accordance with applicable law; 3.The franchisor does not run the standard operating procedure (SOP) that the franchisor has assigned to the franchisee, then to terminate the agreed franchise agreement and all loss of franchisees / franchisee's investment is subject to full franchise / franchisee's risk; 4.A franchisor builds, runs a similar business, has similarities or can create competition with a franchise granted and owned by the franchisor, then to terminate the agreed franchise agreement and all loss of franchisees /franchisee's investment is subject to full franchise / franchisee's risk. The legal completion is done by peace and kinship in order to reach a consensus. If this completion is not achieved, then pursued through legal channels in accordance with the legal mechanism in Indonesia.Please replace this text with context of your paper.

## Acknowledgments

I would like to thank the Dean of Law Faculty of Wijayakusuma University, Purwokerto-Indonesia who has funded this work

## References

- Adonara, F. F. (2014). *Aspek-aspek hukum perikatan*. Bandung : Mandar Maju
- Asifa, A.L. (2014). Kegiatan pertumbuhan waralaba di Indonesia. Retrieved from <http://astamiact.blogspot.co.id/2014/04>.
- Dirdjosisworo, S. (2006). *Pengantar hukum dagang internasional*. Bandung: Refika Aditama.
- Hanim, L. (2011). Perlindungan hukum HAKI dalam perjanjian waralaba di Indonesia. *Hukum.*, 26, (2), 571-589. Retrieved from <https://www.neliti.com/journals/journal-hukum-unissula>
- Hardhiyanti, G.R.P. (2015). Analisis perjanjian waralaba di Soto Ayam Pringgading Semarang (Thesis).
- Hariani, I., & Serfianto (2012). *Membangun gurita bisnis franchise*. Yogyakarta: Pustaka Yustitia.
- Karamoy, A. (2004). Peran Media dalam perkembangan waralaba.
- Marzuki, P. M. (2012). *Penelitian hukum*. Jakarta: Kencana.
- Nuraini, A.R (2014). Kajian terhadap asas proposionalitas dan asas keseimbangan dalam perjanjian waralaba sebagaimana diatur dalam Peraturan Pemerintah Nomor 42 Tahun 2007 tentang Waralaba, dan Peraturan Menteri Nomor 53 Tahun 2012 tentang penyelenggaraan waralaba (studi kasus perjanjian Mr Kinlong Laundry).
- Sukanto, S. (1990). *Pengantar penelitian hukum*. Jakarta: UI press.
- Rangkuti, D.A., & Dina, W.K. (2012). Perlindungan hukum terhadap Penerima Waralaba (franchisee) dan Pemberi Waralaba (franchisor) di dalam pengaturan bisnis Waralaba di Indonesia. (Master's thesis). Retrieved from 3756-H-2012 [http://etd.repository.ugm.ac.id/idex.php/mod=penelitian\\_detail&sub=penelitiandetel&act=view&typ=ht](http://etd.repository.ugm.ac.id/idex.php/mod=penelitian_detail&sub=penelitiandetel&act=view&typ=ht)
- Salim, H.S. (2005). *Perkembangan hukum kontrak innominaat di Indonesia*. Jakarta: Sinar Grafika.
- Satrio, J. (1993). *Hukum perikatan, perikatan pada umumnya*. Bandung: Alumni.
- Sewu, P.L. S. (2004). *Franchise pola bisnis spektakuler (dalam perspektif hukum dan ekonomi)*. Bandung: CV Utomo.
- Subekti, R. (1987). *Hukum perjanjian*. Bandung: PT Intermedia.
- Subekti, R. & Tjitrosudibio, R. (1980). *Kitab undang-undang hukum perdata*. Jakarta: Pradnya Paramita.

Suherman, A. M. (2004). *Aspek hukum dalam ekonomi global*. Jakarta: Ghalia Indonesia.

Syarifudin, M. (2012), *Hukum kontrak*. Bandung: Mandar Maju.

Winarto, V. (1993). Pengembangan waralaba (Franchise) di Indonesia, aspek hukum dan non hukum. Makalah disampaikan dalam seminar aspek-aspek hukum tentang franchising. Ikadin Cabang Surabaya, 23 Oktober 23, p.10.

Peraturan Pemerintah Republik Indonesia Nomor 16 Tahun 1997 Tentang Waralaba.

Peraturan Menteri Perdagangan Republik Indonesia Nomor 42 Tahun 2007 tentang Waralaba.

Peraturan Menteri Perdagangan Republik Indonesia Nomor 53/M.DAG/PER/8/2012 tentang Penyelenggaraan Waralaba

Peraturan Menteri Perdagangan Republik Indonesia No.60/M.DAG/PER/9/2013 tentang Kewajiban Penggunaan Logo Waralaba

Peraturan Menteri Perdagangan Republik Indonesia Nomor 57/M.DAG/PER/9/2014 tentang Penyelenggaraan Waralaba.