

## Rental Procedures and Legal Challenges in the Wedding Organizer Industry: Owners' and Practitioners' Perspectives

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### ABSTRACT

**Objective:** Marriage is an important moment that requires careful planning and involves many vendors, but it can lead to legal issues that harm clients, vendors, and wedding organizers (WO). Some common legal issues include discrepancies in goods, delayed returns, damage to items, and contract misunderstandings. **Method:** This study uses in-depth interviews with experienced practitioners and references from trusted sources. **Results:** Interviews with sources reveal that clear agreements and good communication can prevent legal problems. The findings show that while the wedding organizer industry offers significant profits, legal challenges such as payment issues between vendors and WOs, as well as event cancellations, are common. Solutions to reduce legal risks include drafting detailed contracts, ensuring effective communication, and implementing procedures in accordance with the law to create harmonious relationships and minimize disputes. **Novelty:** The study highlights the importance of legal awareness and preventive legal strategies in the wedding organizer industry by emphasizing structured agreements, communication, and legal procedures to minimize disputes among clients, vendors, and wedding organizers.

## INTRODUCTION

Weddings are an important moment in life, involving various parties and requiring careful planning and coordination with various vendors, such as clothing rentals, decorations, to event organizers [1]. Every element in the marriage has the potential to cause legal problems that can harm the various parties involved, both clients, vendors, and organizers. Therefore, it is important to understand the legal provisions that apply throughout the process of organizing the wedding. In this industry, various services, including wedding organizer (WO) services, as well as collaborating vendors such as clothing designers, photographers, decorators, and make-up artists, provide convenience in wedding preparations [2]. Each party is bound by the rights and obligations set forth in the contract or agreement between the vendor and the client. Unclearness in technical or administrative terms can lead to disputes that lead to legal problems, such as payment disputes, inappropriate contract execution, damage or loss of goods, to violations of procedural rules [3].

Wedding Organizers (WO) should focus on consumer satisfaction by providing the best service, ensuring certainty, and creating comfort for brides-to-be who often feel anxious and depressed ahead of the wedding. However, in practice, WO often faces problems such as misunderstandings or the risk of default in transactions, which can disrupt the smooth operation of WO's business [4]. Consumer Protection Law No. 8/1999, especially in Article 1 number 1, states that consumer protection is any form of

effort aimed at ensuring legal certainty to protect consumer rights. In this case, consumers are entitled to a guarantee for the services provided, which in turn will maintain trust and smooth relationships between business actors and consumers, including in the wedding sector. On Article 3 of the Consumer Protection Law indicates that the purpose of the Consumer protection is useful in a. Increase consumer awareness, ability, and independence in protecting themselves, b. Improving the dignity and dignity of consumers by avoiding them from the negative impact of the use of goods and/or services, c. Strengthening consumer empowerment in choosing, determining, and demanding their rights as consumers, d. Creating a consumer protection system that prioritizes legal certainty, information transparency, and ease of access to information, e. Fostering awareness among business actors about the importance of consumer protection, so that an honest and responsible attitude emerges in running a business, f. Improving the quality of goods and/or services to ensure business continuity, as well as ensuring the health, comfort, security, and safety of consumers.

It is important to note that in practice, potential legal issues can occur at various stages, from the rental of items such as wedding clothes to the execution of the wedding event itself. For example, when it comes to renting wedding dresses, problems that often arise include mismatches of the goods received with the desired ones, delays in the return of goods, or damage to the rented goods [5]. In addition, rental agreements that are unclear or not equipped with valid legal documents can also cause problems, both for service providers and for clients. On the other hand, in the context of wedding organizers, common legal problems are inconsistencies between what is promised and received by the client, payment problems between vendors, and lack of understanding about the rights and obligations of each party involved in the event [6]. The importance of a valid agreement between the client and the WO, then it can be known based on Article 1313 of the Civil Code that an agreement is an action in which one or more parties express their will to another or more parties. The essence of the article, which is considered "uneven" because it only imposes achievements on one party, is agreed by experts that the agreement must be "mutual." Therefore, conceptually, contracts and agreements/agreements have no different meanings [7].

Basically, Article 1320 of the Civil Code regulates four conditions for an agreement to be considered valid, which consist of:

#### Agreement between the Parties

This agreement means that both parties agree and agree to bind themselves in an agreement. This is affirmed in Article 1321 of the Civil Code, which states that an agreement is invalid if it is formed due to error, coercion, or fraud.

#### Competence of the Parties

According to Article 1330 of the Civil Code, parties who are incapable of making agreements are minors, persons under guardianship, and married women in certain matters regulated by law. However, legal developments allow a wife to perform certain legal acts, as stipulated in SEMA 3/1963 jo. Article 31 of the Marriage Law.

## Specific Reasons

Article 1234 of the Civil Code states that the object of the agreement must be something specific, for example an achievement that can be in the form of giving something, doing an action, or not doing something.

## Reasons that are Halal

Article 1337 of the Civil Code explains that a cause in the agreement must be valid and not contrary to law, morality, or public order. A cause is considered forbidden if it is prohibited by law or contrary to applicable social norms [8].

These conditions fall into two categories: subjective conditions, which include the agreement of the parties and their competence, and objective conditions, which involve the object and reason of the agreement. If the subjective conditions are not met, the agreement can be cancelled, whereas if the objective conditions are not met, the agreement is considered null and void [9].

Related to this, interviews conducted with several sources in the wedding industry provide a clear picture of the potential legal problems that can occur in the world of wedding organizers and the vendors involved. In an interview with Mrs. Ayu Wulan, a bridal fashion designer with the brand "Whulyan," it was revealed that several potential legal problems related to bridal dress rental, such as incompatibility between the rented goods and those desired by the client, damage or loss of goods, and rental agreements that are not clearly written. Ibu Ayu also explained that although most issues can be resolved familiarly before the event takes place, the lack of clarity in terms of payment or agreement still has the potential to cause legal problems.

On the other hand, Mr. Arsho Adi Pratomo, Chairman of DWP Hastana East Java, who is part of the wedding organizer association, expressed his views on potential legal problems that often occur in the wedding organizer industry, such as the problem of default between vendors, inconsistencies between contracts agreed upon and implementation in the field, and defamation that can occur due to client dissatisfaction with the results received. Mr. Arsho also emphasized the importance of clear and detailed contracts to avoid disputes that could lead to legal channels. Of course, legal problems can also arise when there are vendors who do not pay their obligations according to the contract that has been agreed with the wedding organizer.

Mrs. Lindia Miniarti, an owner of LM Wedding Planner, explained about the agreement and contract mechanisms applied in the wedding planner and event organizer business, as well as how the company handles legal issues that may arise, including in the event cancellation or sudden changes caused by certain situations, such as a client who dies or a relationship that breaks down before the event is held. In addition, Mrs. Lindia also gave an example of how the wedding organizer must be responsible for the safety of clients, especially when carrying out pre-wedding photo sessions in vulnerable or dangerous locations.

Through interviews with these three speakers, it can be concluded that although the wedding industry promises a profitable business, this sector is also full of potential legal problems that can cause losses for various parties involved. Therefore, it is

important for all parties involved in the organization of the wedding event to always pay attention to legal aspects, including in terms of contractual agreements, payments, and handling complaints from clients. In this case, the role of a legal consultant or lawyer who is experienced in the wedding industry can be very helpful in drafting a clear contract in accordance with applicable legal provisions, as well as providing the right solution if legal problems arise in the future. In addition, the awareness to always maintain good relationships with clients and vendors is also an important factor to minimize the risk of unwanted legal problems. Family dispute resolution or deliberation can be a good solution, but if it is not possible, then the legal route is the last step that must be taken. Therefore, understanding the rights and obligations stipulated in the contract is very important in the world of marriage so that there are no disputes that harm one of the parties. Overall, legal problems in the field of wedding organizers and wedding vendors can be caused by a variety of factors, including mismatches between expectations and reality, lack of clear communication, and inadequate contractual agreements. By understanding these potential problems, it is hoped that the parties involved in the world of marriage can be more careful in making agreements, maintaining good relations with clients, and having a better understanding of the legal aspects that govern every transaction or agreement made.

## **RESEARCH METHOD**

The current research, titled "Hiring Procedures and Legal Challenges in the Wedding Organizer Industry: An Owner's and Practitioner's Perspective" It is more focused on potential legal issues that arise in the relationship between the client and the event organizer (WO), as well as the importance of contractual agreements in preventing disputes. This research also further explains various legal problems that can occur in the implementation of marriages, such as payment problems, breach of contract, and damage to goods, which require attention from legal aspects to prevent adverse legal risks.

This research has a high urgency because rental procedures in the wedding organizer industry often present legal challenges, especially related to ambiguity of agreements that can lead to payment disputes, damage to goods, and breach of contract. With the growing wedding industry in Indonesia, it is important to understand the potential legal issues that can arise.

The purpose of this research is useful in analyzing the legal challenges faced by wedding organizers and wedding vendors, as well as providing practical solutions to reduce the legal risks that arise. The benefit of this research is that it provides a better understanding of the legal aspects of the hiring procedure and offers solutions to minimize legal disputes in the wedding organizer industry, in order to create a more harmonious relationship between all parties involved.

## RESULTS AND DISCUSSION

What are the procedures, terms and conditions of rental applied by the owner of the fashion brand "Whulyan" to minimize losses that occur to rental goods, such as loss or damage?

Every individual has the freedom to make agreements based on the principle of freedom of contract. This principle is reflected in Article 1338 of the Civil Code which states, "All agreements made in accordance with the law shall be binding on the parties who make them. This agreement cannot be revoked except by mutual agreement or for the reasons specified by law. Consent must be exercised in good faith." This article is the legal basis for everyone to enter into agreements in various forms.

One common type of agreement is a lease agreement. According to Subekti, a lease agreement is an agreement between the tenant and the renting party, where the tenant is given the right to enjoy the rented object for an agreed period of time. In return, the tenant is obliged to pay the rental fee in accordance with the terms that have been mutually agreed upon [10].

In an interview with the first speaker, Mrs. Ayu Wulan, the owner of the fashion brand "Whulyan," she explained that her place has set clear rental terms. When making a rental, the client is provided with information about the terms and conditions, such as a non-refundable down payment if a cancellation occurs and a late fee if the return of the item is past the specified time. If the rental item is damaged, it will be charged a repair fee. However, until now, they have not implemented formal signatures in the form of written contracts.

Mrs. Ayu also explained the difference between initial rental and ready rental. For the initial rental, the goods will be produced to order, and the client must pay a 50% down payment before the materials are purchased. If an event is postponed after materials have been purchased, there is an agreement governing the change. He added that so far, clients have not filed serious complaints or asked for refunds. The advantage of renting clothes, according to Mrs. Ayu, is that it allows repairs before the event takes place, in contrast to decorations that cannot be repaired on the day of the event.

Mrs. Ayu also explained that although the price of goods is quite high, there has never been an incident of loss. To anticipate this, his party imposed a larger security deposit for rents outside the city. If there is any loss or damage, the security deposit will be used to compensate for the loss. If the damage or loss exceeds the value of the guarantee, there will be negotiations for additional costs.

What are the legal challenges in the wedding organizer industry?

In an interview with the second speaker, Mr. Arsho Adi Pratomo, Chairman of DWP Hastana East Java, he explained that one of the potential legal problems in the wedding organizer (WO) industry is related to payments between vendors and WO. Some time ago, there was a default problem, not from client to vendor, but from WO to other vendors. This happens because the wedding packages provided by WO involve various vendors such as MUA, decorations, and makeup artists. The client paid the WO

for the package, but some of the vendors involved turned out to be not paid by the WO, which caused problems, even until there was a report to the police.

Mr. Arsho explained that despite his 11 years of experience as a Wedding Organizer (WO), there has never been a big problem between vendors and clients. However, there are often disputes regarding the discrepancy between what is agreed in the contract and the results received. This is usually due to errors in the performance of the contract or non-compliance with applicable procedures. UUPK No. 8/1999 covers various important issues, such as the right of consumers to receive maximum service, the right to compensation, and the right to file complaints. These provisions may be used to assess the concept of personal data protection under Indonesian law. Another aspect that is also regulated is liability and compensation, which are further regulated in the ITE Law No. 11/2008.

However, neither the UUPK nor the ITE Law specifically regulate the responsibilities of business actors towards consumers in digital transactions. Regarding the issue of defamation on social media, Mr. Arsho explained that although there are often negative comments or criticisms of wedding organizers (WO) on social media, it rarely leads to legal proceedings. This is because there is no obvious defamation, although the public can find out who it is. In this regard, while criticism and negative comments may not always enter the legal realm, consumer protection and liability arrangements in digital transactions remain important to ensure that consumer rights are respected, including in the context of social media, where opinions can be widely circulated and affect the reputation of business actors [11].

This incident can be overcome by using alternative dispute resolution, as stipulated in the Arbitration Law and Alternative Dispute Resolution No. 30 of 1999, in particular Article 6 that this Article states that civil disputes or differences of opinion can be resolved through alternative dispute resolution methods based on good faith, by avoiding the path of litigation in the District Court. Alternative Dispute Resolution, as described in Article 1 number 10, includes out-of-court dispute resolution through means such as consultation, negotiation, mediation, conciliation, or expert judgment. This provides an opportunity for both parties to seek a fair solution without the need to involve lengthy legal proceedings.

Regarding the pre-wedding incident in Bromo, Mr. Arsho explained that the problem did not come from the WO, but from the photographers involved. In Bromo, there is likely no written contract regarding the use of flares, which leads to accidents and losses. According to him, contracts are very important to avoid problems like this, because without a contract, problems can develop into bigger personal problems.

Therefore, it can be known that legal challenges in the wedding organizer (WO) industry include several important aspects that need to be considered by WO parties and vendors. One of the main challenges is the inconsistency between the agreed contract and the implementation in the field, both from the WO and vendor sides [12]. This often creates problems between the client and the vendor, such as a mismatch of the results with those promised in the contract. In addition, payment issues also arise frequently,

especially related to defaults between vendors and WOs, which can have an impact on the client's reputation and trust. Defamation through social media is also a challenge, although it does not always reach the legal realm, but it can still affect the business image [13]. Therefore, it is important for the WO and the vendor to have a clear and detailed contract, and carry out procedures in accordance with the applicable legal provisions, in order to avoid potential legal problems that may arise.

What are the potential legal problems that often occur in the field of wedding organizers according to the Owner of LM Wedding Planner?

Mrs. Lindia Miniarti, owner of LM Wedding Planner, explained that after the client provides data, her party will prepare a contract that includes the client's rights and obligations, such as making a timeline, budget, event rundown, catering or ballroom layout, as well as decorations that will be visualized in a 3D video or layout. The contract also includes assistance such as clothing fitting and food tasting according to the package chosen by the client. Payments are made in three terms: first, second, and repayment. Lindia's mother stated that usually they do not use bundling packages, and the majority of the contracts they make are only for wedding planner fees. If the vendor does not have a contract, the LM Wedding Planner makes it and ensures that there is a signature between the LM and the vendor, as well as between the LM and the client with a receipt or invoice. Regarding event cancellations, such as deceased clients, the contract will be adjusted to the vendor and can be transferred to another client who will continue the event.

According to Mrs. Lindia Miniarti, in the field of wedding organizers, one of the potential legal problems that often arise is related to the cancellation of marriage. If a wedding is canceled because the couple who booked the event breaks the relationship, the DP money that has been paid cannot be refunded. However, LM Wedding Planner will wait until the party making the payment (either male or female) gets a new partner to continue the event. All payments must be completed at least one week before the event, and so far there have been no default issues. In addition, LM Wedding Planner only works with vendors that are registered with the association and have good credibility and legality.

Mrs. Lindia also said that in some prewedding photo events, such as the one that happened in Bromo, potential problems can arise if there is no clear coordination between vendors and clients. Although the concept of the photo comes from the client, the wedding organizer (WO) and the vendor are responsible for reminding the client of the risky location, as well as ensuring that the activity is carried out with safety and the environment in mind. WOs must have high moral discipline and be responsible for the safety of clients. Based on article 4 of Law 8/1999 on Consumer Protection, Consumers have rights, including: "a. The right to get comfort, security, and safety in using goods and/or services, b. The right to choose goods and/or services and receive goods and/or services in accordance with the promised exchange rates, conditions, and guarantees, c. The right to obtain clear and correct information about the condition and guarantee of goods and/or services, d. The right to express opinions and complaints regarding the

goods and/or services used, e. The right to protection and appropriate consumer protection dispute resolution efforts, f. The right to obtain consumer guidance and education, g. The right to be treated fairly, honestly, and without discrimination, h. The right to compensation or compensation if the goods and/or services received are not in accordance with the agreement or not as they should be, i. Other rights regulated in other laws and regulations".

In Article 6 of the UUPK, regulations for business actors include: the right to receive payments in accordance with the provisions and exchange rates for goods and/or services traded; the right to sue consumers who attempt to defraud; the right to defend oneself which must be linked to the resolution of consumer disputes through legal channels; and the right to recover a good name if it is proven through legal proceedings that the losses suffered by consumers are not caused by goods and/or services.

Article 7 that the obligations of business actors include:

"A. Acting in good faith in his business activities, b. Provide clear, true, and honest information about the condition and warranty of goods and/or services, as well as provide an explanation of the use and maintenance of goods/services, c. Treat consumers honestly and fairly without discrimination, d. Ensuring the quality of goods and/or services in accordance with applicable standards, e. Providing opportunities for consumers to test goods/services and provide guarantees for the goods/services traded, f. Providing compensation or compensation for losses due to the use of traded goods and/or services, g. Provide compensation or compensation if the goods and/or services received are not in accordance with the agreement" [14].

In the context of problems that often arise in the Wedding Organizer (WO) industry, one of the most frequently faced legal issues is the cancellation of wedding events. This case generally occurs when the couple breaks off the relationship before the marriage takes place, which results in the non-return of the down payment (DP) that has been paid. However, to overcome this, LM Wedding Planner tried to find a solution by offering the possibility of canceling the event as well as transferring the contract to other couples who wanted to continue the event [15]. This shows the importance of clarity in the contract regarding the provisions for cancellation and transfer of responsibility, in accordance with the obligations of business actors who must provide clear, honest information, and resolve disputes fairly as stated in Article 7. Thus, the existence of transparency and agreement in contracts will reduce the potential for disputes between business actors and consumers [16].

Additionally, other problems can arise if there is no clear coordination between vendors and clients, especially in events that involve specific activities, such as prewedding photo sessions in risky locations [17], as in Bromo. Wedding organizers and vendors are responsible for ensuring the safety of clients and alerting them to potential dangers or difficulties that may arise during the event. LM Wedding Planner prioritizes safety and high work ethics by working only with vendors registered with the association, and has clear credibility and legality.

According to Mrs. Lindia Miniarti, owner of LM Wedding Planner, potential legal problems that often occur in the field of wedding organizers involve wedding cancellations and unclear coordination between vendors and clients. Annulment of marriage, for example, can lead to legal issues related to a down payment (DP) refund [18]. To solve this, LM Wedding Planner offers a solution by transferring the contract to a new couple who wants to continue the event, even if the DP is non-refundable. The solution is to ensure good communication between all parties involved, and the wedding organizer and vendor are fully responsible for the safety of the client. LM Wedding Planner only works with vendors that are registered and have clear legality to minimize any legal issues that may arise.

## CONCLUSION

**Fundamental Finding:** Conclusions regarding rental procedures and legal challenges in the wedding organizer industry show that although this industry promises great profits with various potential legal problems often arise, both from the client side and the wedding organizer (WO). In terms of rental procedures, the owner of the fashion brand "Whulyan," Mrs. Ayu Wulan, applies clear provisions related to down payment, late fees, and damage to goods, even though they have not used a written contract that can add legal protection. Meanwhile, in the practice of wedding organizers, as explained by Mr. Arsho Adi Pratomo from DWP Hastana East Java, the main challenges that are often faced are the problem of payment between vendors and WOs, as well as inconsistencies between contracts and executions that have the potential to cause disputes. Mrs. Lindia Miniarti from LM Wedding Planner added that problems often arise related to event cancellations and client safety in pre-wedding photo activities in risky locations. **Implication:** Therefore, the practical solution to reduce this legal risk is to clarify and detail the content of the contract between the WO, the client, and the vendor, including clauses regarding cancellation, liability, and security guarantees. Additionally, it is important to ensure good communication between all parties and work only with vendors that have clear credibility and legality. The use of alternative dispute resolution such as mediation or arbitration can be an efficient way out to resolve disputes without involving a lengthy litigation process. **Limitation:** The study focuses on practical experiences from specific practitioners in the wedding organizer industry, which may not fully represent all practices and legal challenges across different regions or wedding service providers. **Future Research:** Future research can explore broader empirical evidence and comparative legal practices in the wedding organizer industry to develop more comprehensive legal frameworks and preventive strategies for managing contractual relationships and dispute resolution.

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