

## **Settlement of Defaults in Camera Rental Agreements at Jogja Lens Camera Shop**

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### **Abstract**

*The parties to the camera rental agreement should carry out the contents of the agreed agreement. In practice, the tenant does not carry out the contents of the agreement that has been agreed upon. Tenants who do not carry out the contents of the agreement are called defaulters. This study aims to determine the form of default and efforts to resolve defaults in camera rental agreements at Lensa Jogja. The type of research used in this research is normative empirical. The conclusion in this research is that the form of default that occurs in the camera rental agreement at Lensa Jogja, namely: the renter is late in returning the camera, returning the camera is not in accordance with the initial condition, losing the rented camera. The settlement of default in the camera rental agreement is to give a fine for the delay in returning the camera and compensation in the form of money or the same item for damage and loss of the rented camera.*

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## **1. INTRODUCTION**

Business in Indonesia is growing and developing very quickly as an effort to meet the needs of various levels of society that are increasingly numerous and consumptive lifestyle. This causes some people to see it as an opportunity that can provide benefits due to the difficulty in finding employment opportunities, thus forcing people to be able to think creatively in an effort to get a job because of the current lack of jobs or jobs that have many requirements so that competence in getting a job is very large and difficult. One of the things that can be done by this community is to not only have capital in making their own business, but must see what is needed in the form of goods and services by the community today. So that the business that is made is not in vain or indeed needed in the midst of society now.

The Special Region of Yogyakarta or abbreviated as DIY is one of the provinces with the highest demand for goods and services, while the district that has the highest interest in DIY is Sleman district. This is due to the large number of tourists and students who come from within and outside the Yogyakarta area who need goods and services. The need for goods and services is a huge opportunity to enliven existing businesses/opportunities. The business/opportunity is the business of renting goods.

Human needs increase from time to time. One way to fulfill human needs is to make agreements with other parties. An agreement is a legal relationship regarding property between two parties, in which one party promises or is considered to promise to do something, while the other party has the right to demand the implementation of the promise.

One example of an agreement in community life is a lease agreement. A lease agreement according to Article 1548 of the Civil Code is an agreement by which one party (the lessee) binds himself to give an item to the other party (the lessee) for use within a certain time and with the payment of a price that the party has agreed to. This is in accordance with article 1548 KUHPdt which states that people can lease various types of goods, both fixed and movable.

Based on the definition of leasing in Article 1548 of the KUHPdt, it can be seen that the essential elements of the lease agreement are; goods, price and time. This element is an element that must exist in the agreement, this nature determines whether the agreement is created or not, so without this element, no agreement is created. The renting party, namely the owner of the goods only gives enjoyment of the goods he rents or hands over power over the goods for a while not to own them for a certain period of time to the tenant. In a lease agreement, the goods are only handed over their use and not their ownership as in a sale and purchase agreement in general, but only mere control over the use and collection of the results of the goods during a certain period of time agreed upon in the agreement, therefore, the property rights in the leased goods still remain with the leasing party.

All types of goods, both movable and immovable goods can be rented out. One example of movable goods that are rented out is a camera. The camera shop that provides camera rental services is the Jogja Lens camera shop. The cameras and digital devices rented out at the Jogja Lens camera shop consist of several cameras of various brands, camera batteries, *stabilizers*, *audio*, and *lighting*. The lenses rented at Lensa Jogja start from sony lenses, sigma lenses, Samyang lenses, canon dslr, Fujifilm lenses.

Since the fulfillment of the legal requirements of the agreement, from that moment the agreement is binding for the parties like a law. The principle of the binding force of an agreement is known as the principle of *pacta sunt servanda*. which relates to the binding force of an agreement. Article 1338 paragraph (1) of the Civil Code states that "All agreements made legally shall apply as laws for those who make them". This means that agreements that have been made by the parties legally will be binding for them like the binding force of the law. The principle of binding force aims to create legal certainty for the parties to the agreement. According to Subekti in Zakiyah, the purpose of the principle of binding force is to provide protection to creditors so that they do not have to worry about their rights because the agreement that has been made applies as a law to the parties who make it.

A legally made lease agreement also gives rise to rights and obligations for the parties to the agreement. In a agreement, the important obligations of the tenant are to pay the rental price and return the rented goods. As for the renting party, it has the right to receive payment for the rented goods, and has the obligation to provide the goods to be rented to the renter

Agreements made by the parties are not always carried out in accordance with what was promised. If one of the parties or both parties does not fulfill the performance as stated in the agreement and mutually agreed upon, it can be said that there has been a default. Likewise, in a lease agreement it is not uncommon to experience something that is not in accordance with the contents that have been agreed upon. Sometimes the tenant makes a default, which can cause losses to the renting party.

Based on the things that have been described, the problems that can be raised are; How is the settlement of defaults committed by the tenant in the camera rental agreement at the Jogja Lens camera shop?

## **2. METHODS**

### **1. Type of Research**

The type of research used in this research is normative and empirical legal research. According to Abdulkadir Muhammad, the type of empirical normative legal research (applied law research) is a research with normative-empirical legal case studies in the form of legal behavior products. Normative-empirical (applied) legal research stems from the provisions of written positive law that are applied to legal events in concreto in society, so that in its research there is always a combination of two stages of study; a study of the applicable normative law, and the application of events in concreto which is useful for getting according to predetermined goals.

### **2. Research Data**

The research data is secondary data consisting of primary legal materials and secondary legal materials. Primary legal material is the Civil Code. Secondary legal materials, namely: Books on Civil Law and Agreement Law, Journals related to research material.

### **3. Data Collection Technique**

In normative legal research using data collection techniques through document studies, namely studying laws and regulations, books and journals related to research material. In addition, interviews with sources were also conducted.

### **4. Data analysis techniques**

The data analysis technique uses a qualitative descriptive method. This technique is used to classify the data that has been obtained, then find the main elements and analyze them. This data analysis is used to create a detailed, systematic picture or description of the facts studied at the camera rental place in Lensa Jogja regarding the implementation of the camera rental agreement, to answer the problems posed.

## **3. RESULTS AND DISCUSSION**

### **1. Profile of Lensa Jogja camera store.**

Lensa Jogja camera shop is a business entity engaged in renting cameras and other digital equipment that has been established since 2013. This Jogja Lens shop is located in Yogyakarta at YAP SQUARE B.11, Jalan C. Simanjuntak No. 2 floor, Terban, Gondokusuman District, Yogyakarta City. Currently Lensa Jogja has social media in the form of Instagram which already has 34 thousand followers on its social page. Lensa Jogja camera shop was originally opened because it saw a business opportunity to benefit from camera rental in the Yogyakarta area. This camera rental was originally intended for photographers who had limited photographic equipment, such as requiring expensive camera lenses, so Lensa Jogja saw that there was an opportunity to open a business that provided rental of photographic equipment. Therefore, the main target of this business is photographers to assist them in producing photos or videos. Lensa Jogja also targets tourists who are on vacation to Yogyakarta to rent a camera in order to capture vacation moments to the maximum.

The digital equipment rented at the Lensa Jogja camera rental shop not only provides camera rental, but also several camera lenses from various brands, camera batteries, stabilizers, audio, and lighting. The lenses rented at Lensa Jogja start from sony lenses, sigma lenses, samyang lenses, canon dslr, fujifilm lenses, and MFT lenses. The camera batteries for rent consist of batteries for canon and fujifilm cameras. Stabilizer is a device that functions to hold the camera when taking photos or videos in order to reduce shaking and shaking, while camera audio is a device used to record sound when taking videos, as

well as camera lighting that functions to provide lighting when taking pictures or videos so as to produce images or videos that are obtained more alive and maximum, and everything needed to get the maximum image or video results is provided by Lensa Jogja and can be rented to anyone who needs these tools.

## **2. Requirements for Conducting a Camera Rental Agreement at Lensa**

The camera rental shop at Lensa Jogja offers a variety of photographic tools that can be rented by anyone in need in terms of producing good and maximum images and videos. The cameras and digital tools rented at the Lensa Jogja camera rental shop consist of several cameras of various brands, several camera lenses of various brands as well, camera batteries, stabilizers, audio, and lighting. The lenses rented at Lensa Jogja start from sony lenses, sigma lenses, samyang lenses, canon dslr, fujifilm lenses, and MFT lenses. Camera batteries for rent consist of batteries for canon and fujifilm cameras. In leasing cameras and / or other digital devices at Lensa Jogja, it is outlined in the form of a written agreement and there are several requirements that must first be met by the party who wants to rent photographic equipment

The rules between Lensa Jogja as the renting party and the party who will rent are contained at the bottom of the note. There are several rules when renting a camera, namely:

- a. The renter of a camera or other photographic equipment at Lensa Jogja is required to provide identity and collateral. Original identity in the form of Identity Card (KTP) or Family Card KK) or Driver's License (SIM) (can choose one). Original collateral in the form of a vehicle registration number (STNK) of a motor vehicle or securities or money or goods estimated to be worth the item rented. Lensa Jogja will also verify through social media from the tenant such as Instagram. Identity for residents outside Jogja who want to rent a camera must be accompanied by the identity of a native Jogja resident.
- b. The rental rate is calculated per 24 hours as per the agreement;
- c. Booking fee is 50% of the total transaction. If there is a price cancellation, a cancellation fee is charged at the booking fee.
- d. All forms of damage and / or loss caused by use (human error) that occurs outside the Jogja Lens gallery are the responsibility of the renter.
- e. The cost of replacing damaged and/or lost cameras is adjusted to the price of the goods or the current service fee applicable at Lensa Jogja;
- f. Late returns will be subject to overtime rates in accordance with applicable regulations;
- g. Items rented at Lensa Jogja kamera are not allowed to be transferred for any reason;
- h. By signing this memorandum, the renter has agreed to the terms and conditions that apply at Lensa Jogja.

The requirements that have been met by the tenant, then later the Jogja Lens will first check the authenticity and correctness of the tenant's identity and verify it through the 's social media, then the tenant agrees to be photographed as proof of the rental transaction, only then can the delivery of the goods to be rented to the tenant. This is done as an effort to ensure the safety of the goods to be rented to the tenant and provide legal protection for the goods provider, namely the Jogja Lens Party.

## **3. Forms of Default in Camera Rental at Lensa Jogja**

Agreements made by the parties are not always carried out in accordance with what was promised. If one of the parties or both parties does not fulfill the performance as stated in the agreement and mutually agreed upon, it can be said that there has been a

default. Default itself means not fulfilling something that has been determined between the parties to the agreement.

There are 3 forms of default according to Satrio, namely:

- a. Not fulfilling the performance at all. In relation to debtors who do not fulfill their performance, it is said that the debtor does not fulfill the performance at all.
- b. Fulfilling achievements, but not on time. If the debtor's performance can still be expected to be fulfilled, then the debtor is considered to have fulfilled the performance but not on time.
- c. Fulfilling achievements but inappropriate or erroneous. Debtors who fulfill achievements but are mistaken, if the wrong performance cannot be corrected anymore, the debtor is said not to fulfill the achievement at all.

A lease agreement is an agreement in which the leasing party binds itself to provide enjoyment of an item to the lessee for use within a certain time and with the payment of a price that the party has agreed to. The lease agreement is present in the midst of society that provides benefits for the parties to the lease agreement, namely:

- a. For the renting party, he will benefit from the rental price of the goods he provides and can also expand the business field he will develop.
- b. For the tenant, he can save some of his funds by renting the goods he wants to use instead of buying them. Especially if the price of the barang he needs has a fairly expensive price. Therefore, the option of renting becomes an alternative that can be used. In addition, the tenant also does not need to think about the cost of maintenance or maintenance of the item.

The parties to the camera rental agreement have obligations that must be obeyed. Jogja Lenses as the party providing the rental is obliged to prepare the camera or lens desired by the renter and check the camera or lens unit before giving it to the renter. While the obligation for the renter is to pay the rental price, keep the camera or lens that he rented until it is returned to Lensa Jogja in accordance with the initial rental conditions and the specified time. The agreement held at Lensa Jogja on camera rental is included in a reciprocal agreement. The agreement is a written agreement in the form of a form and the contents of the agreement have been standardized unilaterally by Lensa Jogja in advance by not considering the conditions of the tenant beforehand.

A legally made camera rental agreement will have legal consequences for both parties. The obligations of the lessee are regulated in Article 1560, Article 1564, and Article 1583 of the Civil Code, including;

- a. To use the thing rented for the purpose for which it was rented according to the rental agreement as a "good householder".
- b. Pay the rental price at the time specified in the agreement.
- c. All damage that occurs during the lease is the responsibility of the tenant, unless the tenant can provide evidence that the damage is not the fault of the tenant.
- d. Make minor and day-to-day repairs in accordance with the terms of the lease agreement and local customs.

Tenants who do not fulfill their obligations are called defaulters. Default (negligence) can arise due to: (1) the debtor's own willfulness or negligence, (2) the existence of force majeure (*overmacht*).

The forms of default in camera leases at Lensa Jogja that have occurred and are carried out by the tenants, namely:

- a. **The renter is late in returning the rented item.**

Delays in returning goods rented by the tenant are often found in camera rental shops at Lensa Jogja. This is said to have been a default committed by the tenant for not returning the rented item in accordance with the time promised with Lensa Jogja. For example, the renter has leased a camera for 1 full day and has fulfilled all the existing requirements and paid the full rental price to the renting party, but the renter does not return the item he rented after the usage time expires, but rather exceeds the predetermined rental time, so that it has been said that the renter committed an act of default

**b. The renter returns the goods not in the condition in which the goods were handed over at the beginning of the rental.**

Returning the goods is not in accordance with when the goods are delivered or even returning the rented goods in the event that the goods have been damaged, then this is said to be a default. For example, when the tenant rents a camera, the renting party checks the completeness of the camera unit. After the item is checked and declared complete and can function properly, then the rented item will be taken by the renter. However, when the renter has used the item he rented and returned it to the renting party, in this case the Jogja Lens, and it turns out that the rented item has suffered damage or loss such as damage or loss of the camera lens cap, damage to the rope connecting the , and other damage, then the renter is said to be in default. This is because when the renter brings the goods to be rented, the renter will first check the condition of the goods and the completeness of the . If when the item is returned and is not in the same condition, then a default has occurred.

**c. The hirer loses the hired item.**

Based on the rules written or stipulated by Lensa Jogja, the tenant is obliged to return the item he rented at the end of the rental time as previously agreed. The situation of the tenant who removes the goods he rented is certainly a form of default because he does not return the goods as agreed with Lensa Jogja. An example of a case, the tenant rents a camera at Lensa Jogja by renting a Canon 6D action camera unit, where when returning the inspection it turns out that the camera lens cap is missing.

**4. Settlement in the Event of Default in Camera Rental Agreement at Lensa Jogja.**

Default made by the debtor can harm one of the parties. So, if there is a default, it can only be tried so that the losses incurred are minimized as much as possible by the injured party. Default is an act that does not fulfill or neglects to carry out obligations as specified in an agreement. Based on Article 1266 paragraph (1) of the Civil Code, it explains that if there is a default, the agreement is null and void without being requested for cancellation by a judge, meaning that the default is a condition for the cancellation of the agreement made by the parties. However, in Article 1266 paragraph (2) of the Civil Code, even though the condition of nullity for non-fulfillment of the obligation is not stated in the agreement, if there is a default, it is not null and void, but the cancellation of the agreement must be requested to the judge.

Article 1234 of the Civil Code provides as follows: "Reimbursement of costs, losses and interest for non-fulfillment of an obligation becomes obligatory, if the debtor, although he has been declared negligent, continues to neglect to fulfill this obligation, or if something that must be given or done can only be given or done in a time that exceeds the time specified".

Thus, if there is a default, then the other party as the party who suffered the loss can choose between several possibilities, namely:

- a. Suing for the performance of an agreement.
- b. Demand compensation.
- c. Demand the performance of the agreement with compensation.
- d. Suing for cancellation of the agreement; and
- e. Demand the cancellation of the agreement along with compensation;

In the practice of renting a camera at Lensa Jogja, the settlement made if the tenant defaults is:

**a. The renter is late in returning the rented item.**

The renter who returns the camera he rented not according to the predetermined time or returns late, then the renter is subject to a fine of 10% (percent) of the total 1-day rental if the return of the item is made before 5 (five) hours from the return time, but if the return of the camera is more than 5 hours, then the camera is calculated to be 1-day rental. This means that the renter who returns the camera more than 5 hours is subject to a fine equal to 1 day he rented the camera.

**b. The renter returns the goods not in the original condition in which they were before they were rented.**

Returning goods but not according to the initial condition at the time the goods were handed over to him or there is damage to the goods he rented, then based on the provisions of Lensa Jogja states that all forms of damage that occur and are caused by the tenant are the responsibility of the recipient of the lease and the amount of replacement costs is adjusted to the price of goods or repair costs applicable at Lensa Jogja. As for the example of returning the rented item not in accordance with the initial condition, namely the loss of the camera lens cap or the tenant who rented the camera at Lensa Jogja borrowed 5 hours and was fined for 1 day he rented the camera or the tenant who rented the camera at Lensa Jogja borrowed a Canon 6D action camera unit, which when returning was checked by Lensa Jogja and it was found that the camera lens was not functioning properly. In the end, the tenant replaced with money worth one camera lens of Rp. 3,000,000.00 (three million rupiah). However, basically Lensa Jogja provides options in terms of how to compensate for losses, namely by buying the same item or replacing the unit of the rented item or the rented item can be purchased from the renter at the former price before the damage occurred. In practice, the lessee chooses the option to replace by giving money.

**c. The hirer loses the hired item.**

Based on the rules set by Lensa Jogja, the tenant is obliged to return the item he rented after the rental period or rental time has ended according to the contents of the agreement. As a result of not implementing the rules or agreements that have been made, Lensa Jogja requires the tenant to provide the same item as the rented item and the item must have the same condition and completeness as before. If the compensation has not been fulfilled by the party making the rental, then the item is still counted in the rental period. Lensa Jogja states that it is the full responsibility of the lessee for the goods lost due to the negligence of the lessee, where the lessee must make compensation which can be done in 2 (two) ways, namely buying the same item and / or can provide money equal to the price of the item. Where as a result of the implementation of the agreed agreement or regulation, the tenant is required to exchange the goods with goods that have the same condition, the same code and the same completeness as before where before the compensation is fulfilled the party

who committed the violation is still calculated to rent the item. For tenants who rent a Canon 6D action camera unit, when returning the camera it turns out that the camera lens cap is missing. The renter is required to replace the missing camera lens cap with money worth one camera lens cap amounting to Rp200,000.00 (two hundred thousand rupiah).

Against the fulfillment of compensation for default by the tenant before the tenant can fulfill it, then the renting party or Jogja Lens will hold the tenant's objects in the form of a driver's license, KTP, and STNK, which are collateral until there is a settlement from the tenant. If compensation has been given by the tenant, Lensa Jogja will release the tenant's guarantee and the lease agreement is declared to have ended.

## 5. CONCLUSION

Based on the results of the analysis that has been carried out by the author, it can be concluded that:

1. defaults in camera rental agreements that have occurred at Lensa Jogja are:
  - a. the renter is late in returning the rented item.
  - b. The renter returns the goods not in the condition in which they were before they were rented.
  - c. the renter forfeits the thing rented.
2. Settlement efforts in the event of default in the camera rental agreement at Lensa Jogja, namely:
  - a. If the return of the rented item is delayed, a fine of 10% of the rental price will be charged per day before the return of the item exceeds 5 hours of return time, the fine is calculated to be 1 day of rental.
  - b. If the renter returns the rented item not in the condition it was in before the rental or loses the rented item, then the renter can either buy the same item or replace the unit of the rented item or the rented item can be purchased from the renter at the former price before the damage occurred.
  - c. When the item rented by the renter is lost, the renter is obliged to provide the same item as the item rented and the item must be in the same condition and have the same completeness as before or provide money equal to the price of the item.

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