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# Unwritten Agreements are Reviewed in Civil Law Viewpoint

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**Abstract**
The existence of unwritten agreements is also based on the principle of freedom of contract, which gives parties the freedom to determine the type of agreement they will make. Traditional societies often use unwritten agreements in business transactions. In most cases, agreements between two parties are made in writing, with the rights and obligations of the parties clearly written down. If the agreement is not made in writing, or better known as an "oral agreement", it will be difficult for the parties to prove it if a breach of contract occurs. An agreement that has valid legal force based on an agreement between the parties involved and is made orally without being documented in writing is called an unwritten agreement. Unwritten agreements are weaker than written agreements, especially in cases of disputes. The purpose of this writing is to analyze the existence of unwritten agreements in civil law. The methodology used is a normative research method used with an approach to written legal rules. The results of the discussion show that if an oral agreement meets the legal requirements according to the formulation of Article 1320 of the Civil Code, then the agreement is valid and has legal force to declare someone in default. However, if the verbal agreement is denied or not acknowledged by the party suspected of being in default, the agreement does not have legal force to declare someone in default. This is because the agreement can be true and fulfill the legal requirements of the agreement.

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## A. Introduction

People have relationships with others every day. Their needs are more easily met through bonds than independently. As zoon politicon, interaction between group members is a way of life for humans. Meeting the needs of life through interaction is unavoidable, both to meet the needs of clothing, food, and shelter, and to handle regeneration as a natural demand [1]. Fulfillment of people's living needs today is not only obtained from their own region because of the increasing growth of needs, which allows the international community to be increasingly free to choose and determine who and what can be considered capable of fulfilling their living needs. This is because of the very rapid flow of trade today. In the economic field, many business relationships occur between various interested parties. The agreement will describe the agreement in the business relationship. This aims to prevent problems that arise when the agreement is implemented. The purpose of this agreement is to provide legal certainty to the parties by providing certainty regarding the rights and obligations that arise for each party.

In simple societies, verbal agreements often occur, often without being realized but having already occurred, such as when shopping in a shop or at the market for daily needs [2]. In other words, a verbal agreement will be valid only if the rights and obligations of the parties have been fulfilled. However, in contemporary society, written agreements are usually made, and businesses with more complex legal relationships usually use authentic deeds or private deeds, and use the title of the agreement [3]. People in need cannot be separated from the social life of their group. Aristotle showed that "humans are zoon politicon, namely that humans as social beings always try to live in groups and in society," showing that humans are unable to be separated from their social group environment. This shows that humans are unable to live alone.

In civil law, the process of establishing a business activity is usually based on an agreement, either a written agreement or an

1 H. Moch Isnaeni, 2016, Sale and Purchase Agreement, Refika Aditama, Bandung, p. 1.
2 I Ketut Artadi and I Dewa Nyoman Rai Asmara Putra. 2010. Implementation of Provisions of Contract Law into Contract Design, Denpasar-Bali: Udayana University Press. Pg. 52.
3 Ibid.page 51

unwritten agreement, known as an oral agreement. Because an unwritten agreement serves as the basis for establishing and implementing a business activity, many business activities use an unwritten form of agreement. The delivery and receipt of goods make an oral agreement complete. In other words, only when the rights and obligations of each party have been fulfilled will an oral agreement be considered valid. However, in a more advanced or contemporary society, written agreements are usually made and use authentic and private deeds, as well as the word agreement. Therefore, it is very easy to prove that if one party is in breach of contract or denies the agreement because the written agreement uses the word agreement. In the case of buying and selling, the agreement is closely related to society.

To prevent unwanted things from both the tenant and the owner, the contract must be made in detail and in detail. According to Article 1338 paragraph (1) of the Civil Code, an agreement is a legal event in which a person or legal entity promises to another person or legal entity to do something or not to do it. All agreements or agreements that are made legally apply as laws for the parties who make them. Agreements or agreements are not only binding for things that are explicitly stated in them, but also for everything that is required by justice, custom, or law according to the nature of the agreement (Article 1339 of the Civil Code). Because of the power of the agreement, every idea of the party in the agreement always has an impact [4].

Unwritten agreements tend to be seen as weak, especially in cases of dispute. Thus, the study entitled "Civil Law Study on the Use of Unwritten Agreements in Business Activities" is interesting to conduct. The purpose of this study is to study how legitimate unwritten agreements are from a legal perspective, especially civil law, and to determine the advantages and disadvantages of unwritten agreements when viewed from the principles of contract law. It is said that everyone needs interaction to meet their life needs.

Examples of these interactions include doing business, such as buying and selling, renting, and so on. In most cases, the agreement between the two parties is made in writing with clear and clearly written rights and obligations. If the agreement is not made in writing, or better known as an "oral agreement", it will be difficult for the parties to prove it if there is a breach of contract. In simple societies, oral agreements often occur, often not realized but have occurred, such as when shopping at a store or at the market for daily needs [5]. A verbal agreement will be considered valid only if the rights and obligations of the parties have been fulfilled. However, in contemporary society, written agreements are usually made, and businesses with more complex legal relationships usually use authentic deeds or private deeds, and use the title of the agreement [6]. Legal relationships that are expressed in the form of agreements are becoming increasingly critical along with the development of society. Therefore, written agreements and legal consequences that will arise in the future must be known both verbally and in writing.

In theory, oral agreements do not have strong legal force to prove something. On the contrary, written agreements have perfect legal force to prove something. However, there are many written agreements that do not meet the legal requirements of an agreement as referred to in Article 1320 of the Civil Code in society. Based on the background description above, the main problem in this study is the weaknesses and advantages of making and implementing unwritten agreements and how are agreements regulated in the Civil Code (KUHPerdata). The purpose of this study is to describe and analyze theThe weaknesses and advantages of making and implementing unwritten agreements and the regulation of agreements in the Civil Code (KUHPerdata).

**B. Research Methods**

The approach in this study uses an empirical legal approach method, namely a method of analysis that produces analytical descriptive data, namely data stated by respondents in writing or verbally and real behavior that is studied and studied in its entirety, considering that researchers can determine which data has the quality of data or legal entities expected or needed and which data or legal entities are irrelevant or have nothing to do with the research material in this case the respondent's statement about the house rental agreement. Then the secondary data in this study is supporting data from primary data from books or literature related to the object of research, especially related to agreements, both written and unwritten in terms of renting houses. Data analysis carried out when the research activity has been completed, both data that has been directly reviewed and data from literature analysis. The analysis method used in this study uses a descriptive analytical method, namely the researcher explains what has been obtained and then combines field findings with the results obtained in book references or literature and existing laws and regulations in the area that the researcher feels are appropriate to be used as research material.

The type of data used by the author is using primary data and secondary data, while primary data in legal research can be seen as data that is the legal behavior of society. In this research, the primary data used is research conducted directly in society because the primary data is produced through direct interviews with the intended informants, the informants referred to in this study are both parties who carry out unwritten agreement transactions. The research method that I use is normative with a written statutory rule approach. Primary materials include written legal rules whose secondary legal basis includes journals or articles and Tertiary Materials Related to the Development of the case discussed and combined with the perspective from the researcher's point of view. The normative legal method is a method carried out based on the main legal material by examining theories, concepts, legal principles and laws and regulations related to this research.

**C. Discussion**

**1.The disadvantages and advantages of making and implementing unwritten agreements**

The branch of law that deals with unwritten agreements, also referred to as unwritten agreements or unwritten agreements, is civil law. An unwritten agreement is an agreement made implicitly through actions that are not recognized by the participating parties. Article 1233 of the Civil Code, "Every

4 Soeroso, R. 2009. Examples of agreements that are widely used in practice. Jakarta: Sinar Grafika, 2009. Page 48

5 I Ketut Artadi and I Dewa Nyoman Rai Asmara Putra. 2015. Implementation of Provisions of Contract Law into Contract Design, Denpasar-Bali: Udayana University Press. Pg. 52.

6 Ibid. p. 51.

obligation is born either by agreement, or by law," an obligation is basically based on an agreement.

The obligation that comes from an agreement or contract begins with an agreement made by the parties, which creates a binding relationship with legal consequences arising from the implementation of the agreement. According to Subekti, an obligation is "a legal relationship between two people or two parties, based on which one party has the right to demand something from the other party, and the other party is obliged to fulfill the demand" [7].

Civil law regulates the relationship between individuals with the aim of protecting their interests. In business activities and customs, unwritten agreements also called "oral agreements" are more often used than written agreements because they provide a sense of security and prove the agreement. In business, it is better to use unwritten agreements because they are easier and do not take a long time to make.

When compared to unwritten agreements, unwritten agreements are more often used, both consciously and unconsciously, especially among conventional communities when conducting business activities. The comparison between written and unwritten agreements in the process of reaching an agreement, unwritten agreements take more time when compared to written agreements, because written agreements prioritize diligence in the formation and implementation of agreements.

There are two types of agreements written and oral. Written agreements are made in writing by the parties, while oral agreements are made orally by the parties [8]. Because oral agreements are easier to prove and easier to deny by the promisee, unwritten or oral agreements are usually considered weak agreements. This is different from written agreements, where the clauses are clearly written and accompanied by the signatures of the parties, although written agreements can also be denied by one-fourth party. The existence of unwritten agreements is also inseparable from the principles of civil law, looking at several principles of civil law, unwritten agreements can be based on or analyzed on the principles of civil law as follows:

**1. Principle of Freedom of Contract**

The principle of freedom of contract is one of the bases for the existence of unwritten agreements. One of the pillars of contract law is the principle of freedom of contract which is universally recognized by the legal system of any country, as a mainstay principle that is able to guarantee freedom and high intensity of market activities. Freedom of contract, which has the essence of freedom in determining the form, type and content of the agreement, will never be left behind by the challenges of the times and will be reluctant to become obsolete due to rapid progress. This principle is indeed one of the biases of Human Rights which always upholds the dignity of the individual's will as a social creature. Freedom of contract is an essential principle, both for individuals in developing themselves and in their personal and social lives, so that several experts emphasize that freedom of contract is part of human rights that must be respected.

Freedom of contract in relation to forming agreements, people cannot be forced to agree. An agreement given by force is an interminist contradiction. The existence of coercion indicates a lack of agreement which may be carried out by the other party. The agreement gives the parties the choice to agree or not agree to be bound by the agreement with its legal consequences. (Tuti Rastuti, 2016) Regarding the scope of the principle of freedom of contract, according to Indonesian contract law, it includes the scope of; Freedom to make or not make agreements; Freedom to choose the party with whom he wishes to conclude an agreement; Freedom to determine or choose the power of the agreement that will be made; Freedom to determine the object of the agreement; Freedom to determine the form of an agreement; Freedom to accept or deviate from the provisions of the law which are optional (aanvullend, optional).

The principle of freedom of contract in this case gives freedom to the parties in forming agreements, both written and unwritten agreements. This shows that there is no obligation or requirement for the parties to state their agreement in a written agreement. Freedom of contract is a principle that gives freedom to the parties so that there is no intervention from one of the parties in making an agreement. The freedom given does not mean without any limitations, because if it is not limited, it will violate the rights, interests, and Human Rights of the party invited to make the agreement. Referring to the provisions of Article 1337 and Article 1339 of the Civil Code, the limitations on freedom of contract are not contrary to the Law, morality, public order, propriety, and customs.

**2. The principle of facta sunt servanda**

This principle concerns the binding power of an agreement that has been formed and agreed upon by the parties. The regulation of the facta sunt servanda principle in legislation is located in Article 1338 paragraph (1) of the Civil Code which states "all agreements made legally apply as laws for those who make them". In the provisions of Article 1338 paragraph (1) of the Civil Code, the existence of the facta sunt servanda principle is proven in the validity of an agreement made by the parties, namely it applies as a law. The validity of the agreement as a law results in the agreement being the legal basis for the parties. The binding of an agreement also applies to unwritten agreements. Unwritten agreements are also binding as laws for the parties who make them, as long as the unwritten agreement is a valid agreement as in Article 1320 of the Civil Code. The binding of an agreement as in the facta sunt servanda principle is emphasized on the implementation of the agreement, where the implementation of the agreement must not deviate from the provisions of the agreement that have been agreed upon, whether written or unwritten.

**3. Principle of good faith**

The principle of good faith is one of the principles that plays a very important role, especially in the implementation of unwritten agreements. Talking about the principle of good faith, this principle is stated in Article 1338 paragraph (3) of the Civil Code which states that "an agreement must be implemented in good faith". Based on this provision, it is also connected to the view of Wirjono Prodjodikoro who divides good faith into two types, namely Good faith at the time a legal relationship begins to apply; Good faith at the time of implementing the rights and obligations contained in the legal relationship.

7Subekti, 2010, Contract Law, Tenth edition, Intermasa, Jakarta, p. 1.
8Salim, HS, 2016, Introduction to Written Civil Law (BW), Sinar Grafika, Jakarta, p. 166.

Looking back at the provisions of Article 1338 paragraph (3) of the Civil Code, and also linked to the division of good faith as mentioned by Wirjono Prodjodikoro, good faith in the Law is only emphasized in the implementation of an agreement. If we look at the stages of an agreement starting from the process of making an agreement to the termination of an agreement, it requires good faith so that the agreement can be implemented properly, and can create good relations even though the agreement has ended. Therefore, the principle of good faith should not only be emphasized in the implementation of the agreement, but also emphasized in supporting the principle of consensualism related to the formation of an agreement, as well as in the termination of an agreement. Remembering the existence of an unwritten agreement when connected to this principle of good faith, basically an unwritten agreement is all actions agreed upon only verbally. This verbal agreement is certainly easy for one of the parties to deny, thus triggering problems that result in the rights and obligations not being able to be implemented properly. Therefore, the principle of good faith is very much needed in the implementation of agreements, especially in unwritten agreements, so that the implementation of the agreement as agreed, even though the agreement is only verbal, can be carried out properly.

**4. The principle of consensualism**

The principle of consensualism determines that an agreement made between two or more people is binding so that it has given rise to obligations for one or more parties to the agreement, immediately after the people reach an agreement or consensus. The emphasis of the principle of consensualism lies in the agreement as in article 1321 of the Civil Code. Agreement in the principle of consensualism determines the validity of the agreement in subjective terms. Referring to the Civil Code in Article 1321, an agreement is not permitted to have the following elements:

a. Mistake
b. Coercion
c. Fraud.

This principle of consensualism when connected with an unwritten agreement, basically an unwritten agreement all the provisions agreed upon are only verbally or spoken, so that there could be mistakes, coercion, or fraud. Therefore, the existence of this principle of consensualism is to prevent the parties in forming an agreement from being allowed to have mistakes, coercion, or fraud.

The occurrence of weaknesses in unwritten agreements, the only way to fix it is to ask at least two witnesses to verify that both parties agree to make an unwritten agreement. To avoid disputes in the future, all transactions that occur in an unwritten agreement must be accompanied by a receipt or payment note or receipt. Civil law regulates the making and implementation of unwritten agreements [9]:

1. The actions

Actions that are not accepted by the participants determine an unwritten agreement. For example, if two participants include the same item, then they cannot have an unwritten agreement.

2. Implicit agreement

An unwritten agreement is defined as an agreement that is implicitly stated even though it is not explicitly defined. For example, if two parties make a purchase of the same item at the same price, this can be considered an unwritten agreement about the price of the trade.

3. Unwritten agreements must relate to actions

The unwritten agreement must relate to the action that has been taken. For example, if both parties have purchased the same item, then the unwritten agreement must specify the exact price at which it was sold.

4. Participants must explain unwritten agreements: Participants must explain unwritten agreements. For example, if two participants have purchased the same item at the same price, then both must explain that they have agreed to an unwritten agreement about the price of the transaction.

5. Unwritten agreements may not be used

Unwritten agreements may not be used. For example, an unwritten agreement regarding sales price can be enforced if both parties have purchased the same item at the same price.

In business activities, trust is very important to build good relationships. In addition, a high sense of trust must be accompanied by good faith, which greatly influences trust. Therefore, when someone establishes a relationship without good faith, it can result in a loss of trust. The advantages and disadvantages of unwritten agreements include:

a. Advantages of an unwritten agreement:

It does not take long to reach an agreement, the formation and implementation of the agreement is based on the trust of each party, clauses of the agreement can be added or deleted quickly and a sense of trust fosters good relations even after the termination of the agreement.

b. Disadvantages of unwritten agreements:

1. The agreement clauses are easily denied or not recognized because they are not stated in writing.
2. It is not safe to use as evidence in litigation processes because it only relies on the acknowledgement of the party making and executing the agreement.

Civil procedure law allows the use of various evidence to prove unwritten agreements in court. Article 1866 of the Civil Code (KUH Perdata) and Article 164 of Het Herziene Indonesisch Reglement regulate such evidence. Such evidence includes:

1. Written evidence.
2. Evidence with witnesses.
3. Suspicion.
4. Confession.
5. Oath.

Although not supported by evidence, the parties have a civil relationship in the form of an agreement. In such cases, non-litigation settlement is also very difficult because every argument must be proven. Oral agreements often have this problem. One party is in breach of contract because he says that there is no agreement. In order for legal action to be resolved based on clear demands, such cases require evidence [10].

**2. Regulation of Agreements in the Civil Code (Civil Code)**

The Civil Code (KUHPerdata) is a law that is a formal and material source of law for the law of contracts applicable in

9Widjaja, Gunawan, 2007, Understanding the Principle of Transparency in Civil Law, Raja Grafindo Persada, Jakarta. p. 44
10 Fajar Sahat Ridoli Sitompul and Igusti Ayu Agung Ariani. Civil Law. Faculty of Law, Udayana University. Binding Power of Oral Agreements. Accessed from https://ojs.unud.ac.id/index.php/kerthasemaya/article/view/10352/7525 on March 19, 2024. At 10:55.

Indonesia. The Civil Code, especially Book III, Chapter II on "Contracts Born from Contracts or Agreements" and Chapters V to XVIII, regulates the principles and standards of contract law as a whole, as well as the legal standards of contracts that have special characteristics referred to as "agreements" [11].

The principle of freedom of contract, which is universally recognized by the legal system of any country, is a pillar of contract law that is able to guarantee the freedom and intensity of market activities. Freedom of contract, which includes the freedom to choose the form, type and content of agreements, is unlikely to be affected by future challenges and will not be weathered by rapid progress. The will of individuals as social creatures is always protected by this principle, which is one of the rays of human rights [12].

Civil law regulates the making and implementation of unwritten agreements. Unwritten agreements must have several components, such as their actions, their relationship to their actions, their explanations, and their implementation. is one of the reasons behind the existence of unwritten agreements.

In terms of obligations, Article 1233 of the Civil Code states that: "Obligations arise because of an agreement or because of a law", and Article 1333 of the Civil Code states that: "An agreement is an act in which one or more people bind themselves to one or more other people". Based on Article 1320 of the Civil Code, it states that there are four (four) valid conditions for an agreement, namely:

1. There is something binding to reach an agreement
2. The ability of the parties to make a contract
3. A certain thing
4. A valid reason (causa).

Because it relates to the subject of the agreement, the first and second requirements are called subjective requirements. While the third and fourth requirements are called objective requirements. The difference between the two requirements also relates to the issue of nullity by law and the possibility of canceling an agreement.

If the objective conditions of the agreement are not met, the agreement is considered void by law, or the agreement is considered never to have existed. If the subjective conditions are not met, the agreement can be canceled, and if the agreement has not been canceled by the court, the agreement remains valid.

The agreement made by the parties is not based on applicable laws and regulations. They make an agreement with the guidelines of provisions that have been in effect spontaneously or depending on circumstances, or a condition that allows it to be followed or implemented. On the other hand, there are written regulations that regulate the requirements for making an agreement. As a legal act, an agreement also has valid requirements that must be met so that the agreement is valid according to applicable law. The requirements for the validity of an agreement have been regulated in Article 1320 of the Civil Code, which states that an agreement is considered valid if it meets four requirements, namely agreement, ability, a certain thing, and a lawful cause. Subekti in his book explains the four requirements of this agreement into two groups, namely subjective requirements and objective requirements.

Subjective conditions are conditions related to the subject of the agreement, or in other words, conditions that must be met by those who make the agreement, which in this case includes the agreement of those who bind themselves and the ability of the parties who make the agreement. An agreement that does not meet subjective conditions can be canceled, meaning that the agreement exists but can be requested to be canceled by one of the parties. Meanwhile, objective conditions are conditions related to the object of the agreement. This includes a certain thing and a lawful cause. If the objective conditions are not met, then the agreement is null and void, in other words, it is void from the start and is considered to have never existed.

An agreement is an agreement made by the parties who are bound; this means that both parties involved in an agreement must have a free will to bind themselves, and this will must be expressed directly or indirectly. If an agreement is made or based on coercion, fraud, or mistake, it is invalid. In the case of an agreement made between a homeowner and a person who will rent, or a person who is not the homeowner, there is no coercion. According to the law, the capacity to make an agreement includes the capacity to perform legal acts in general, and everyone has the capacity to make an agreement except those who are considered incapable by law.

**Five important principles which are also the essence of contract law, include:**

1. The principle of freedom to enter into agreements
   One of the principles of global law that applies. This principle gives every citizen the freedom to enter into agreements about anything, as long as it does not conflict with laws, ethics, or public order.
2. The principle of consensualism
   The formulation of Article 1320 (1) of the Civil Code shows the principle of consensualism. This article stipulates that agreement between the two parties is one of the conditions for a valid agreement. The agreement is valid if an agreement has been reached regarding the main matters and no further formalities are required.
3. The principle of pacta sunt servanda
   This principle states that a judge or third party must respect the substance of the agreement made by the parties, as does the law.
4. Principle of good faith
   This means that the parties, namely the creditor and debtor, must carry out the contents of the contract based on belief, firm conviction, or good will.
5. Principles of personality
   the principle that states that a person will make or enter into an agreement only for personal interests

The agreement made is valid and does not violate applicable regulations. This agreement only discusses the home rental business, not anything else prohibited by law. This certainly does not violate the statutory provisions that determine the basis of the agreement. Based on the legal explanation stated in Article 1320 of the Civil Code, verbal agreements made by students are considered valid according to law. However, in the legal terms of the agreement, the form of the agreement

11Syaifuddin, Muhammad. 2012. Contract Law: Understanding Contracts in Perspective Philosophy, Theory, Dogmatics, and Practice of Law. Bandung: CV. Mandar Maju. page 45

12H. Moch. Isnaeni, 2013, Development of Civil Law in Indonesia, Laksbang Grafiika, Yogyakarta, p. 15. (Hereinafter referred to as H. Moch Isnaeni II)

is not stated. However, the principle of freedom of contract states that free agreements can be made in written or unwritten form.

The agreement can only be a subject of tradable goods (Article 1332 of the Civil Code), or must be very clear or at least its type must be determined (Article 1333 of the Civil Code). The agreement between the homeowner and the tenant clearly determines how the owner, namely the tenant, will pay the tenant every month, year, or within a certain period of time according to the agreement. Making an agreement is the right of every person (Article 1335 of the Civil Code). However, there is an exception, namely that the agreement must not be contrary to the law, general provisions, morals, or decency.

The Civil Code is a law that is a formal source of law as well as a material source of law for contract law applicable in Indonesia. Agreements are specifically regulated in the Civil Code, Book III, Chapter II on "Agreements Born from Contracts or Agreements" and Chapters V to XVIII which regulate the legal principles and norms of contract law in general, as well as contract law norms that have special characteristics that are better known as agreements called Based on Article 1233 of the Civil Code concerning agreements, it explains that:

"A contract arises because of an agreement or because of a law." Furthermore, Article 1333 of the Civil Code states that: "An agreement is an act in which one or more people bind themselves to one or more other people."

Based on the provisions of Article 1313 of the Civil Code, there is no explicit mention of "written agreements". The Civil Code only defines an agreement as an act of one or more people that binds themselves to another person. However, in general, agreements can be divided based on their form, namely verbal and written. An oral agreement is an agreement made by the parties with an agreement that is sufficient verbally only, while a written agreement is made in written form (contract) either in the form of an authentic deed or a private deed. The legal force of these two types of agreements does not actually lie in their form, namely whether written or verbal.

## D. Conclusion

**Based on the discussion above, it can be concluded that**

1. There are advantages and disadvantages to unwritten agreements. The first is that they save more time and create trust between the parties involved in making and implementing the agreement. If an unwritten agreement is not fulfilled, there is a possibility of a dispute, which requires proof of everything that has been agreed upon. Theoretically, an unwritten agreement is a valid agreement as long as it is made and does not conflict with Article 1320 of the Civil Code. The principle of freedom of the parties who form and implement an agreement, such as freedom of contract, is supported by the existence of an unwritten agreement.
2. The regulation of agreements in the Civil Code (KUHPerdata), namely the Civil Code, especially Book III, Chapter II on "Obligations Arising from Contracts or Agreements" and Chapters V to XVIII, regulates the legal principles of agreements and legal norms of agreements that have special characteristics which are better known as the term "agreement".

## E. Suggestion

The suggestions that can be given are:

1. It is best to have at least two people present to testify during the agreement formation process.
2. Always prepare receipts and receipts for every transaction that occurs during the implementation of the agreement.

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