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RENEWAL OF EMPLOYMENT CONTRACTS BETWEEN SOCCER PLAYERS AND PROFESSIONAL CLUBS IN INDONESIA BASED ON PANCASILA PRINCIPLES

Dewi Lusiana^{1*}, Agus Mulya Karsona², Ety Mulyati³

^{1,2} Doctoral Program, Graduate School, Universitas Padjadjaran, Indonesia
Email: dewilusiana7580@gmail.com

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Corresponding Author: Dewi Lusiana
(dewilusiana7580@gmail.com)

ABSTRACT

The implementation and renewal of contractual relationships between players and professional football clubs in Indonesia, particularly with regard to the clauses contained in current contracts, are highly anticipated to be carried out appropriately, both from a civil law and labor law perspective. Modern soccer has evolved into an industry involving business, economic, and legal aspects, so that contracts between players and clubs are no longer merely sports agreements, but legal relationships that give rise to rights and obligations for both parties. Through a normative juridical approach, this study analyzes the basis for regulating player contracts based on the Civil Code, the principle of freedom of contract, and the provisions of the relevant Labor Law to assess whether the relationship fulfills the elements of an employment relationship. The results of the study show that contracts between players and clubs need to be updated and substantially fulfill the elements of work, wages, and orders, so that the relationship can be qualified as an employment relationship that gives rise to protection obligations for clubs as employers. However, in practice, there are still many problems and cases that go to arbitration. The prevalence of these issues highlights the weakness of legal protection and the inadequate implementation of employment contracts for both players and clubs as they should be in an employment relationship. Therefore, it is necessary to strengthen regulations, legal certainty, and contract monitoring mechanisms in their implementation professional workers and clubs as employers in the Indonesian football industry based on Pancasila justice., as well as contract renewals to realize fair contractual relationships that protect the rights of players as.

Keywords: Player Employment Contracts, Employment Relationships, Pancasila Justice, Renewal of Player Employment Contracts.

INTRODUCTION

Soccer is a popular sport around the world and is enjoyed by people from all walks of life. The high level of public enthusiasm has led to the rapid development of the world of soccer over time. From an economic perspective, this industry also has a very large turnover of funds. This condition is supported by various main sources of income, such as broadcasting rights, player transfer fees, sponsorship partnerships, player salaries, and revenue from *merchandise* sales. (Aziza & Siska, 2024)

The development of sports in the world, especially soccer, is no longer viewed solely as entertainment for the public, fanaticism of supporters for their favorite clubs, a spectacle of tactical battles, or recreational activities. Rather, soccer has developed into a professional industry that involves comprehensive economic, social, and legal aspects. (Ramadoni, 2024)

In Indonesia, soccer has become a promising profession that is aspired to by most children in Indonesia. This sport has become a promising profession, marked by the large number of professional clubs and players who are officially contracted by clubs. In this context, a relationship between players and football clubs has emerged that is not only based on sporting aspects, but also on legal relationships that give rise to rights and obligations for both parties. According to Sulistiyono, the dynamics and progress of football in European countries, especially in terms of the successful management of the football industry, have begun to influence the development of football in Indonesia. Currently, national football is in a transitional phase towards an industrial system. The main characteristic of the football industry is evident in the position of clubs as the core of business activities within a legal entity. Thus, clubs function as business entities oriented towards profit. (Suwandi et al., 2017)

In sports-based business activities, particularly soccer, contracts play an important role in ensuring the security of every transaction made. Contracts contain commercial objectives oriented towards profit for the parties involved. Therefore, contracts can be understood as a series of relationships between parties that must be built on the basis of an understanding of fairness, grounded in the recognition of each party's rights. Recognition of the existence of these rights is reflected in the provision of equal opportunities for the parties to exchange rights and obligations proportionally. Thus, rights and obligations in contracts are very important

aspects in the implementation of agreements, as a form of mutual agreement that reflects a fair and balanced exchange of rights and obligations (Risidiana, 2016). In essence, justice is achieved when every right and obligation in human relationships can be fulfilled properly (Mulyati, 2016).

Efforts to establish professionalism in sports, such as soccer, require clarity regarding the legal status of players affiliated with soccer clubs, whether they are amateur or professional players. One of the signs that a player can be categorized as a professional is the possession of a professional player license, while amateur players do not have such a license. Therefore, a bond is needed through an agreement or contract between the soccer player and the soccer club, which contains clauses regarding the rights and obligations of the parties, sanctions, prohibitions, contract duration, and other necessary clauses.

Next, before looking at the legal relationship between professional soccer players and professional soccer clubs from an employment perspective, it is necessary to first explain what professional sports are. According to Article 1 Number 14 of Law Number 11 of 2022 concerning Sports, professional sports are sports that are undertaken to earn income in the form of money or other forms based on athletic skills. This provision indicates that the organization of professional soccer competitions is essentially a business activity that is organized and run professionally. For clubs, professional competitions play a strategic role as a platform for conducting business and maintaining operational sustainability. In Indonesia, Article 14 paragraph (2) of the 2019 PSSI Statute stipulates that professional football clubs must be legal entities. These legal entities can be in the form of foundations, closed limited liability companies, or open limited liability companies. (Kristiyanto, 2021)

Employment contracts between professional soccer players and soccer clubs in Indonesia currently still require additions, harmonization, adjustments, updates, and even deletions in their clauses to keep pace with developments in the industry and advances in the field of soccer itself. Similarly, this relates to the process of development and renewal in the field of sports law, particularly in employment contracts that evolve with the times (Kusumaatmadja, 2002), based on and in accordance with the philosophy of the Unitary State of the Republic of Indonesia, namely Pancasila, which is capable of becoming a source of justice that forms the basis for the process of legal reform in Indonesia (Febriansyah, 2017).

Therefore, clarity is needed regarding the implementation of contracts and contract renewals for the benefit of both players and clubs so that their rights and obligations can be protected in accordance with the principles of Pancasila justice and legal certainty. Based on this description, this research is important to analyze how the implementation of employment contracts between players and professional football clubs in Indonesia is related to the principles of justice based on Pancasila, how the concepts of renewal in these contracts protect the interests of the parties for the advancement of football in Indonesia. This study is expected to contribute academically to the development of sports law in Indonesia and serve as a reference for various parties involved in the professional football industry.

RESEARCH METHOD

This study uses a normative legal research method that views law as a construction consisting of a system of norms. This system of norms includes principles, norms, and rules contained in various laws and regulations (Nugroho et al., 2020). This study focuses on examining written legal norms related to contractual relationships between soccer players and clubs in Indonesia. This approach was chosen because the issues examined are related to the analysis of laws and regulations as well as legal principles governing the application of contracts, renewals, and the legal position of the parties in employment contracts based on Pancasila justice.

This study applies several approaches, namely the *normative legal* approach (Hartono, 1994) and the *sociological legal* approach, namely *the statute approach* through an analysis of the Civil Code, Law Number 13 of 2003 Jo. Law Number 6 of 2023 concerning Manpower and relevant football organization regulations; *a conceptual approach* by analyzing theories on the principles of freedom of contract, employment relationships, and the concept of agreements; and *a case approach* through the study of real cases. The legal sources used consist of primary legal materials in the form of legislation, secondary legal materials including literature, scientific articles, legal journals, and expert opinions, and tertiary legal materials such as legal dictionaries and encyclopedias. Legal materials were collected through literature studies. Furthermore, data analysis is carried out qualitatively by interpreting and reviewing various legal materials to produce legal arguments that are systematic, logical, and in-depth. Through this method, the research aims to provide a comprehensive overview of the application of player contracts, renewals, and the legal position

of players in employment agreements with football clubs, as well as the legal protection that should be provided from a labor law perspective.

RESEARCH RESULTS AND DISCUSSION

1. The concept of implementing employment contracts between players and professional football clubs in Indonesia is linked to the principle of justice based on Pancasila.

The term "contract" comes from the English word "agreement," which means consent or mutual agreement (Emirzon et al., 2021). *Black's Law Dictionary* defines a contract as an agreement between two or more parties that creates obligations for the parties (Taylor, 2011), so that basically a contract has the same meaning as an agreement, so that the discussion of contracts cannot be separated from the definition of the agreement itself (Cindawati, 2016).

A contract is an important element that needs to be drawn up from the outset as the basis for cooperation between the parties. The contract is used if a dispute arises in the future, as the parties have written evidence that can be used as proof. Contracts provide assurance that the parties will carry out their roles and responsibilities as intended, and provide protection in the event of an error (Arifin, 2011). The existence of a contract between one party and another creates a legal relationship as well as a working relationship for the parties who make it. This working relationship reflects the intertwined interests of workers and employers, which in practice has the potential to cause differences of opinion and even disputes between the two parties. Therefore, the existence of laws and regulations governing the settlement of labor disputes is very important (Karsona & Fakhriah, 2016).

One example is the contract between players and professional clubs in Indonesia, which is made to fulfill the obligations, rights, and responsibilities stated in the agreement signed by the parties bound by the contract. A proper contract will state the obligations of each party as well as how those duties are to be carried out and the criteria by which performance will be measured.

The employment relationship between football clubs and workers in the field of football, in this case referred to as football players, results in the players receiving contracts from the clubs. These contracts are generally known as football employment contracts. This contract should provide legal certainty and a sense of fairness for the parties involved. Legal certainty can be interpreted as clarity regarding the rights and obligations that must be

fulfilled by both the player as an employee and the club as an employer in the contract. Meanwhile, fairness means that both parties are guaranteed equal standing before the law, both for the player and the football club.

The aspect of fairness in the application of soccer employment contracts between clubs and players has an important influence on the continuity of soccer activities themselves. In this case, Pancasila plays a role in shaping the mentality of the parties involved. The positive values contained in Pancasila should be internalized and manifested in the practice of implementing soccer employment contracts. The discussion of soccer from the perspective of Pancasila is interesting because various cases that often arise in the world of soccer are actually related to the application of Pancasila values, both positively and negatively when there are deviations from these values. Therefore, efforts to emphasize the actualization of Pancasila values should ideally begin at the stage of drafting the employment contract, the contract signing process, and its implementation and application during the contract period between the club and the player.

Pancasila, as the foundation of the Indonesian state, which has long been the basis of the ideal life of the nation and state, can be used as a way of life as well as a strong legal basis in the formation and implementation of employment contracts between clubs and soccer players. The values of Pancasila should be used as guidelines in both the drafting and implementation of employment contracts, so that their benefits and fairness can be felt by all Indonesians. It would be even better if the public became more aware and understanding of the function of Pancasila and applied it in their daily lives in various aspects, not just limited to soccer.

These efforts are also part of the steps to realize Indonesia as a developed and great country that requires hard work, mutual understanding, tolerance, and respect for others. By understanding and practicing the values of Pancasila in their daily lives, it is hoped that the community can contribute to building a just and harmonious life, including in the application and implementation of employment contracts between clubs and soccer players. Thus, the main goal of creating justice can truly be realized.

The actualization of Pancasila in employment contracts between clubs and players, especially the principle of just and civilized humanity, is where the contract contains equal and fair placement and position for all parties, based on the fact that the Indonesian people are a nation with excellent manners and ethics. Likewise, the actualization of

Pancasila in employment contracts between clubs and players, particularly the principle of social justice for the Indonesian people, has a meaning that is almost the same as the second principle of Pancasila, whereby in its application, employment contracts between clubs and soccer players must contain fair benefits for all parties and remain guided by regulations that aim for equal justice. (Sakban & Wahyudin, 2020)

The issue of fairness is closely related to business activities, especially in contractual relationships between players and football clubs. Although freedom of contract is a key principle in reaching an agreement, in practice various legal issues often arise. This is particularly true at the stage of agreement implementation, which is not yet fully capable of creating balance and fair protection for the parties, so that fairness in its implementation is not yet fully guaranteed (Ekaputra & Zubaedah, 2024). Therefore, the principle of balance in the agreement and its implementation must be applied to all parties involved. Imbalance in an agreement has the potential to be exploited by the party in a dominant position to abuse the other party (Mulyati, 2016).

Football player employment contracts should serve as guidelines governing the relationship between players as employees and football clubs, thereby creating a mutually beneficial relationship for both parties. In the Indonesian football industry, clubs generally implement these provisions through a process of negotiation and contract signing when recruiting players. However, the current conditions of soccer players in Indonesia are still quite concerning. This is evident from the large number of players who experience delays in salary payments, and some who have not even received the wages they are entitled to. This is despite the fact that these players have fulfilled their obligations by playing in accordance with the terms set out in their contracts.

Legally, the contractual relationship between players and football clubs falls within the scope of civil law, specifically regarding obligations as stipulated in the Civil Code (KUHPerduta). Based on Article 1313 of the Civil Code, an agreement is an act by which one or more persons bind themselves to one or more other persons. Meanwhile, the requirements for a valid agreement are regulated in Article 1320 of the Civil Code, which includes agreement, competence, a specific matter, and a lawful cause. However, in the world of professional sports, including soccer, these legal relationships also intersect with the provisions of Law No. 11 of 2022 on Sports, as well as various regulations of national (PSSI) and international (FIFA) federations, such as

the Regulations on the Status and Transfer of Players (RSTP).

Another issue that arises is whether the relationship between players and clubs can be categorized as an employment relationship as referred to in labor law or merely a civil relationship subject to the principle of freedom of contract. Some experts argue that soccer player contracts have their own characteristics because they involve elements of subordination, wages, and work orders from the club, thus fulfilling the elements of an employment relationship. However, on the other hand, there is a view that the relationship between players and clubs is special and different from general employment relationships because of the elements of sportsmanship and professionalism regulated by sports federations.

From a labor law perspective, the relationship between soccer players and clubs can be classified as an employment relationship because it substantially fulfills the elements stipulated in Law Number 13 of 2003 in conjunction with Law Number 6 of 2023 concerning Labor. Article 1 point 15 of the Labor Law states that an employment relationship arises due to an employment agreement between the worker and the employer, which includes the elements of work, wages, and orders. These three elements are clearly reflected in the relationship between soccer players and professional clubs. Players perform regular and structured work, namely training, following the coach's instructions, undergoing training programs, and competing in official competitions. Players are also in a position of subordination to the club through their obligation to obey internal rules, training schedules, and game tactics set by the coach or management. On the other hand, the club pays wages to players in the form of monthly salaries, match bonuses, and other compensation facilities. Thus, the relationship between players and clubs meets the criteria for an employment relationship as defined in the Manpower Act. In addition, the relationship between players and clubs also reflects the nature of an employment relationship bound by an employment agreement. Article 51 paragraph (1) of the Manpower Act emphasizes that an employment relationship is formed as a result of an employment agreement between the employee and the employer.

The legal mechanism applied to employment contracts between players and professional clubs in Indonesia, as explained above, has a clear objective, namely to create justice based on Pancasila and to create justice based on applicable provisions and legislation.

2. The Concept of Renewal in Contracts Between Clubs and Professional Football Players to Protect the Interests of the Parties for the Advancement of Football in Indonesia.

Football clubs and players in Indonesia generally still consider employment contracts to be a simple matter, namely the contract signed when a player first joins a club. As we know, the employment contract drawn up and agreed between the club and the player is the most important basis for the relationship between the two parties. The contract gives rise to rights and obligations for both the club and the player, as well as the achievements that result from it.

The implementation of employment contracts between professional soccer players and soccer clubs in Indonesia is currently still in the form of "handwritten agreements," considering that a handwritten agreement may prioritize the interests of only one party, a lack of understanding on the part of the other party regarding the contents of the clauses, which can lead to losses and dissatisfaction for one party, inevitably causing problems in the future due to a lack of understanding and prior explanation of the contract clauses in question. This is evident in the increasing number of cases/problems brought before the NDRC, DRC, and CAS in the implementation of work contracts.

Interpreting the meaning of legal certainty in a contract in accordance with Article 1313 of the Civil Code emphasizes the importance of clear interpretation and strict sanctions, so that the contract is able to provide an equal position for the legal subjects involved, namely the parties who make the employment agreement. This legal certainty provides clarity in the implementation of legal actions during the term of the employment contract, both in the fulfillment of performance and in the event of default. If one party suffers a loss, then the sanctions agreed upon in the contract must be enforced as appropriate by the parties, both by the first party, namely the club, and the second party, namely the player.

The application of clauses in an employment contract between a football club and a professional football player in Indonesia is still in the form of a standard agreement based on *the FIFA standard contract draft* (PSSI standard contract). Indonesian football clubs generally continue to make changes or additions to the clauses in the standard agreement based on *the FIFA standard contract draft* (PSSI standard contract) mentioned above.

The process of drafting clauses and articles in employment contracts refers to the provisions set

forth in PSSI regulations as the national football federation. Clubs are not permitted to remove the contents of clauses that have been stipulated in the contract agreement. Clubs can only add certain clauses, and such additions must obtain approval from the Indonesian Professional Players Association (APPI).

Based on the explanation of the application of the above clauses and articles, in reality and in practice, there are still many problems and disputes that arise, especially between football clubs and football players in the country. In response to these issues, it is clear that there are shortcomings and weaknesses in these contracts, both in terms of the clauses and articles drafted by all clubs in Indonesia based on the PSSI contract standards.

One of the main factors causing repeated breaches of players' rights is the weak legal protection for both players and clubs. In addition, players' understanding of the rights listed in their employment contracts is still limited. As a result, when disputes arise, players are often confused about what steps to take. They do not know to whom they should submit a complaint or which party should be held responsible. The role of the law is very important here because clubs recruit professional soccer players during the transfer window by transferring players between soccer clubs, loaning them, or signing them as free agents. Any club wishing to acquire professional players may do so through agents recognized by FIFA. If they do not have an agent, they may appoint a parent/sibling/spouse/guardian in accordance with applicable regulations, or they may use a lawyer/attorney.

An analysis of the contents of employment contracts between soccer players and clubs in Indonesia regarding improvements and enhancements to the quality of an employment contract is essential, whether in the form of an addendum or amendment by the parties to the employment contract, provided that it does not deviate from the provisions of the PSSI professional contract standards and the provisions of Indonesian contract law, particularly the provisions of the Civil Code. Several problems that often arise in the implementation of these employment contracts generally harm both the club and the player. One of the reasons for this is that the employment contracts are only made informally, based solely on and prioritizing the interests of one party, so that the legal balance in these employment contracts has not been properly implemented. In this case, the player previously did not have the freedom to determine the

contents of the agreement with the club because they did not have the authority to draft it. As a result, the agreement is considered to not fully comply with the provisions of Article 1320 of the Civil Code in conjunction with Article 1338 of the Civil Code. This is in contrast to employment contracts drawn up by a notary, where the interests of the parties involved are better protected before the law.

From all of the above explanations, according to the author, there are several things that must be considered, namely the form of the player's employment contract and the content of the employment contract. Considering most of the issues, the author concludes that there are things that must be changed immediately in the employment contract, namely that the employment contract currently used is still in the form of a private agreement and should be changed to an authentic deed drawn up by a notary, where the intended change to an authentic deed is so that all legal objectives and protection for both parties can be better implemented and more guaranteed in terms of legal balance and certainty. The power of authentic deeds and the function of notaries themselves have been explained in the previous section. In addition to changing the form of the employment contract to an authentic deed, the author also believes that there are still shortcomings in the clauses and articles of the employment contract.

Therefore, the author would like to discuss the clauses and articles that are considered to be lacking in football employment contracts in Indonesia in general. The following are some of the things that should be added to the clauses and articles in these employment contracts:

1. A clause explaining that the employment contract in question fulfills all elements of legal protection for both parties, with the employment contract in authentic form drawn up by a notary.
2. The clause regarding assistance by a lawyer/legal consultant, especially for players who are in a position as employees of the club, where in legal terms they are the party that accepts all conditions set by the club as the employer, is intended to avoid misunderstandings and protect the rights of players, and vice versa for the club, in order to ensure synergy with all work plans established by the club. The clause regarding the provision of assistance by a lawyer/legal consultant for each party should be included in the employment contract between the club and professional soccer players in Indonesia, as it serves a very specific purpose for the parties involved, which is to minimize problems that may arise in the future.

With a clear and comprehensive understanding of the contract they have agreed upon and signed, a sense of fairness will be created for each party, the main purpose of which is to ensure legal certainty.

3. Furthermore, the clause regarding "players can be sold to other clubs during their contract period" means that the sale price is determined at the time of signing the contract. The aim is to guarantee the productivity of the player concerned and also have a positive impact on the club. This clause is very relevant if it can be applied in Indonesia at this time, given the positive growth of the football industry and also providing the parties with economic security. Currently, clubs in Indonesia only want to buy or sign players who are free agents, which is one of the things that needs to be updated in the contract. Therefore, it is essential to include a clause regarding the SELLING PRICE in the employment contract.
4. Clauses regarding the choice of law that the parties must establish in the event of a dispute between them. There are still football clubs in Indonesia that have not yet included appropriate clauses regarding this matter. In employment contracts, all football clubs in Indonesia still apply a deliberation system first, and if deliberation is reached, they proceed to appoint someone who is nominated and agreed upon by the club and the player as a mediator. If these steps do not reach a conclusion, they take legal action through the local district court. The appropriate legal option is to appoint and determine the choice, namely if the dispute/problem that occurs between the club and the Indonesian coach/player is referred to the NDRC, if the dispute/problem that occurs between the club and the foreign coach/player is referred to the NDRC or DRC, and if the NDRC or DRC has not reached an agreement at the stage, then a step can be taken by choosing a settlement with the CAS.

CLOSING

The aspect of fairness in the implementation of soccer contracts between clubs and players has a

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significant influence on the continuation of soccer activities themselves. Pancasila plays an important role in shaping the mentality of the parties involved. The positive values contained in Pancasila should be internalized and manifested in the practice of implementing soccer employment contracts. Various cases that often arise in the world of soccer show that many events are actually related to the implementation of Pancasila values, both in the form of behavior that reflects these values and actions that deviate from them. Therefore, efforts to emphasize the actualization of Pancasila values should begin at the stage of drafting the employment contract, the contract signing process, and its implementation and application during the term of the employment contract. From a legal perspective, it is essentially a contractual relationship that has the characteristics of an employment relationship. The contract not only regulates sporting aspects, but also fulfills the elements of an agreement according to Article 1320 of the Civil Code and the elements of an employment relationship in the form of work, wages and orders as regulated in the Manpower Act. Therefore, the position of players as professional workers should receive the same legal protection as workers in general. The principal points in understanding a contract are crucial, both for players and clubs. It is appropriate that the process of entering into an employment contract between a player and a club be accompanied by legal consultants/lawyers representing each party, with the aim of avoiding multiple interpretations of the content or clauses in the contract. This employment contract will also have legal force if it is made in the form of an authentic deed drawn up by a notary, whereby the force of this contract will become a perfect piece of evidence for both parties. The choice of law in an employment contract is very important for the parties to understand. The choice of arbitration body that is legally appointed and stipulated in the employment contract between the player and the club must be immediately disseminated in the world of Indonesian football, in order to protect the rights and obligations of the parties involved.

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