

Full Management Franchise Business Cooperation Agreement at Simply Homy Guest House Yogyakarta: Review of *Fikih Muamalah*

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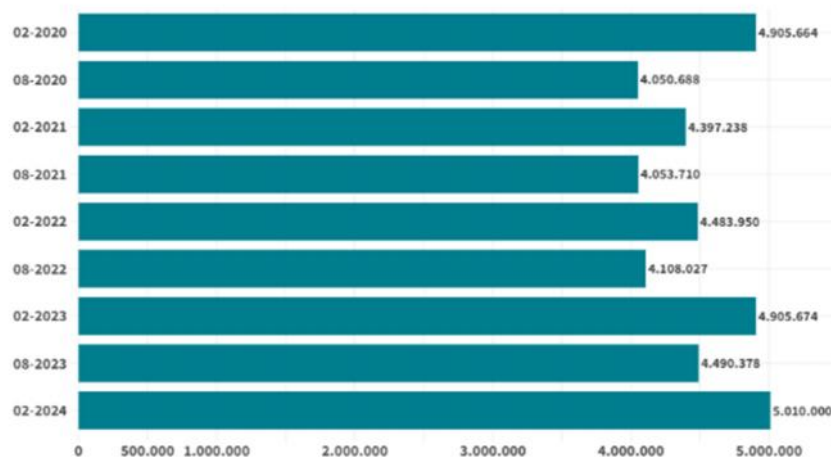
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Article	Abstract
Article History : Received : Nov., 18, 2025 Reviewed : Dec.,21,12, 2025 Accepted : Dec.,27,12, 2025 Published : Dec.,28,12, 2025	This study aims to analyzed brand usage contract and <i>ju'alah</i> contract in the full management cooperation agreement in the Simply Homy guest house franchise business. The type of research is qualitative field research, The primary data source from the results of interviews with the Manager of the Simply Homy Guest House and secondary data is books, reports, websites, journals, and other sources. Collecting data through interviews, observations, and documentation, then analyzing it using the inductive method. The results of this study indicate that the full management agreement has two cooperation agreements, namely brand cooperation with <i>ijarah</i> contract and unit management with <i>jua'alah</i> contract. Based on Fikih Muamalah, the brand cooperation is in accordance with the pillars and conditions of the <i>ijarah</i> contract in Islam. However, there are still some inconsistencies in the unit management agreement. The unit management cooperation that is not yet appropriate is using the name of the <i>ju'alah</i> contract but using revenue sharing. Still, the cooperation of the management of this unit is following the <i>syirkah</i> contract in terms of contribution, harmony, conditions, and how to bear the loss.
Keywords: <i>Cooperation Agreement; Franchise Business; Fikih Muamalah; Guest House Simply Homy</i>	

INTRODUCTION

Indonesia has great hopes of continuing to progress and becoming a developed country. The number of entrepreneurs in Indonesia is still very low compared to the total population of neighboring countries. This makes the government issue its business by issuing Presidential Regulation No. 2 of 2022 to encourage entrepreneurial growth in 2024 (Sutrisno, 2022). Coupled with this regulation, the government targets the growth of the ratio to entrepreneurs to 3.59% by 2024 (Dihni, 2023).

Figure 1. Number of Established Entrepreneurs in Indonesia (February 2020-February 2024)



(Source: Goodstats.id)

The graph above emphasizes that established entrepreneurs are increasing and becoming more stable today. This, of course, shows that there is a positive trend in the national entrepreneurship ecosystem. The number of entrepreneurs helps create new jobs and encourage the economic growth of the community through innovations in realizing business ideas carried out to develop the businesses run by these entrepreneurs. One of the several ways to develop a business in this day and age in Indonesia is a franchise business, often known as *a franchise* (Putri, 2024). The system in this business is vertical, which benefits the parties involved. The franchise business has been known for a long time in Europe, and the word "franchise" has been around since 1850. The franchise business is carried out with an agreement regarding the distribution of goods and services to consumers through a binding partnership relationship (Wardhana et al., 2023). Therefore, the franchising method is often seen as an alternative to accelerating the spread of business scope for entrepreneurs. In fact, franchising is only a strategic and assertive way to do business (Karami, 2019). The concept of franchise patterns in Islamic franchise businesses cannot be separated from the aspect of cooperation (Rachmayani et al., 2022). According to previous research, the franchise business in Indonesia has high prospects and has a significant impact on the economy because the franchise business turnover is promising and absorbs a lot of labor (R. H. Nugroho & Kusumasari, 2022).

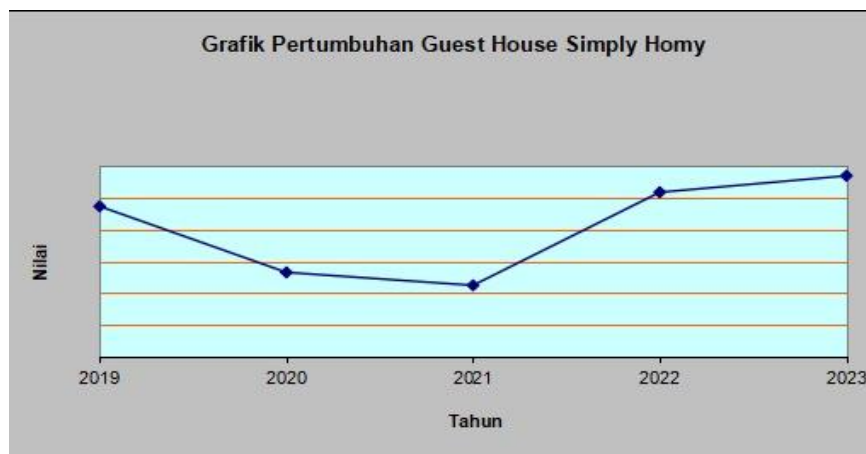
Cooperation in the franchise business is confirmed through an agreement in an agreement, which in *fikih muamalah* Islam is better known as the word contract between two or more parties (Rosyidah & Rofiah, 2024). The contract in this franchise business agreement aims to bind parties who desire to bind each other by creating a commitment between these parties (Ghufron & Fahmiyah, 2019), because in transactions it must be based on Islamic principles because it also supports a good economic system (Arifin, 2023).

In a franchise business agreement, the franchisor will give permission to the franchisee to run a business using the franchisor's intellectual property rights, and then the franchisee will provide a fee within a specific time limit (Nasution, 2022). From a business cooperation perspective, franchises generally use *musyarakah* and *mudharabah* contracts in work contracts, while rental agreements in franchises are called *ijarah* contracts (Evi & Siradjuddin, 2023).

According to some Indonesian Ulama's, the franchise business is in line with the pillars of the contract in *fikih muamalah*: the existence of the contracting parties (the giver and the franchisee), the statements of the parties (agreements), the object of the contract (franchise business), and the purpose of the contract (*profit*) (Admin, 2020). Generally, the contract used in implementing franchise cooperation is a *musyarakah* contract in which two or more parties cooperate to obtain the same profit. In addition, it can also be done using an *ijarah* contract (rental lease), where the franchisee takes advantage of the rights to the franchisor's intellectual property and pays the reward for a predetermined period of time (Fauzi et al., 2022).

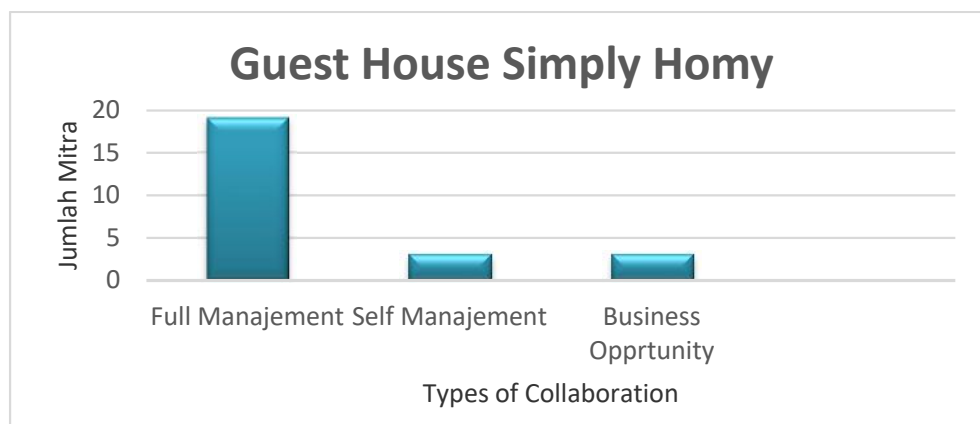
In 2024, this franchise business will increasingly spread and be used by entrepreneurs, due to the procedures for managing this business that are able to survive various global challenges (Deny, 2024). One of the franchise businesses based on Sharia can be found in the Simply Homy Guest House with the concept of family lodging that prioritizes Sharia principles to provide tranquillity and peace for tourists who come with their families.

The Simply Homy guest house franchise business was established and spread in Yogyakarta, one of Indonesia's most popular tourist cities. Simply Homy Guest House uses franchising as an alternative to continue expanding its business to several strategic areas in Yogyakarta. Simply Homy is also the first franchise business in Indonesia in the field of guest houses, as evidenced by an award from MURI in 2012 (Editor, 2018). Simply put, Homy's franchise business is based in Sharia, so he can attract many of his partners as franchisees from the community in several regions of Yogyakarta.

Figure 2. Simply Homy Guest House Growth Chart 2019-2023

(Source: data primer Guest House Simply Homy)

The growth graph of Simply Homy guest houses 2019-2023 shows a significant increase since 2021. This indicates that in the marketing and development carried out by Simply Homy has succeeded in attracting the interest of tourists and its franchise partners. In running this guest house franchise business, Simply Homy, as a franchisor, offers several forms of business cooperation agreements to franchisee recipients. In the Simply Homy cooperation agreement, it was found that there were 25 cooperation agreements using this *ju'alah* contract.

Figure 3. Number of Simply Homy Guest House Partners in 2024

(Source : Data interviews processed)

Full management is a partnership system where the manager handles all operations, marketing, and maintenance of the property, while the property owner receives financial reports and monthly profit sharing. And Self Management is a franchise system where the property owner manages the guest house operations independently, while Simply Homy management provides system and brand support. Meanwhile, Business Opportunity at Simply Homy is a partnership system where the property owner manages the homestay independently but receives marketing support from Simply Homy and social media.

It can be seen from the graph above that most cooperation agreements involve full-management cooperation. Based on the results of observations, in the Full-Management cooperation agreement of the franchise business, there are two types of cooperation, namely brand cooperation and unit management cooperation. One of the collaborations is the cooperation of unit management, where the unit management agreement uses the theory of

profit sharing by naming the *ju'alah contract*. Akad *ju'alah* in the theory of Wahbah az-Zuhaili in his book *Fiqhu Al-Islami wa Adillatuhu* is the reward offered by completing a job and the amount of the reward is known (1985, الزهيلي). Meanwhile, in fiqh, the concept of the franchise has similarities with the *syirkah* contract in involving the franchisee in the business agreement. And the distribution of profits based on the ratio in the franchise business concept is in line with the concept of *musyarakah* (Muslich, 2015). In the DSN MUI Fatwa, it is explained that the *Ju'alah* contract is a promise or commitment (*iltizam*) to provide a certain reward (reward/*iwadh/ju'l*) for the achievement of a specified result (*natijah*) of a job. From here, it is clear that what is given is a reward for achievement, and not a profit-sharing. Meanwhile, in the DSN MUI on *Syirkah*, it is stated that the *Syirkah* contract is a cooperation contract between two or more parties for a certain business in which each party contributes funds/business capital (*ra's al-mal*) with the provision that the profits are shared according to an agreed ratio or proportionally. This is then the difference between the two is clear. That the profit-sharing ratio is used in the *Syirkah* contract, while the reward for achievement is the *Ju'alah* contract.

RESEARCH METHOD

The type of research is field qualitative. In qualitative research, the existence of researchers is absolutely needed because the position of the researcher is a key instrument in this research. The type of research is field qualitative, which collects data through interviews, observations, and documentation and then analyzes it through inductive methods (A. P. Nugroho, 2015). In this study, the researcher used an in-depth interview with the Manager of the Simply Homy Guest House during which information was obtained through free questioning without pre-prepared question guidelines. Then finally draw conclusions based on data related to the issue of the review of *fikih muamalah* on the franchise business cooperation agreement at the Simply Homy Yogyakarta guest house. In analyzing using the theories of *Fikih Muamalah* from the direct *kitab turats* (1985, الزهيلي)(2016, المطير). The stages in analysis this data include (Dewi, 2017). The steps taken by the researcher in analyzing this study are Data Reduction, Data Precentation, Data Conclusions and Verification.

RESULT AND DISCUSSION

Full Management Cooperation Agreement for Franchise Businesses Brand Cooperation Agreement

In the brand cooperation agreement, there are several provisions that the researcher can elaborate. Every Simply Homy guest house must use Simply Homy's logo, brand, and operational method on houses managed using this Full-Management system. In addition, it also uses an interior-exterior design with characteristics in terms of color and the Simply Homy name. The use of brand licenses and guest house operational systems is carried out during the period of the Full-Management agreement, which is five years. The characteristics of Simply Homy also include the use of several facilities during the cooperation period such as pillowcases, blankets, and towels that are in accordance with the standards of the Simply Homy guest house operational system. And it's all explained at the beginning of the contract.

This brand cooperation agreement is signed or approved by both parties, namely *the franchisor* and *the franchisee*, at the same time at the beginning of the approval of the Full-Management cooperation system in a letter called the Cooperation Agreement Letter (SPK). Using the brand and logo, the name of the guest house or homestay that uses the Full-Management system is also added to the Simply Homy brand and logo. One example is the naming of a guest house in the Prambanan area, "Homestay Jogja - Simply Homy Unit Prambanan 2". Using the brand, logo, and Full-Management of the guest house operation, the partner should pay a *franchisee fee* of Rp.1,000,000.00 per month (Anwar, 2024).

The partner pays the franchisee fee in this brand cooperation agreement to Simply Homy for using the logo, brand, and guest house operational system. Therefore, the cost of this brand collaboration is determined and notified by Simply Homy at the beginning before the approval of the cooperation. When there is an accidental loss, such as monthly income below the profit line, relief is given through deliberation between the two parties. Meanwhile, if it occurs such as a natural disaster, the partner is given a waiver not to be required to pay this *franchisee fee*.

Unit Management Cooperation

In this cooperation agreement, the partner or franchisee contributes to the house that will be used as lodging, while Simply Homy contributes to the management of the house. Houses that are used as lodging businesses are houses that are qualified to become Simply Homy guest house franchise business partners. In this case, the management of the guest house is taken care of by Simply Homy as a whole, starting from marketing, operations, human resources, guest services, finance, and also lodging security. Thus, operational management, such as finding employees as guest house guards, maintaining guest house facilities, and finding guests, is also the responsibility of Simply Homy.

Then, for finances, there is monthly finance in managing budgets, cost control to ensure profitability, and financial reporting by Simply Homy on the 7th of every month. Guest house lodging marketing includes lodging promotions, lodging reputation, and also strategies to attract guests, which are carried out by Simply Homy both offline and online. Offline marketing is carried out by installing pamphlets and other things. Meanwhile, online marketing is to be registered and place lodging and promotion reputation in 7 Online Travel Agents (*OTA*). In addition, human resources are also one of Simply Homy's responsibilities in recruiting and managing employees to get a competent team (Anwar, 2024).

Regarding guest service, Simply Homy also pays great attention to customer satisfaction, listens to and handles complaints, and ensures that customers are satisfied and have a positive experience. And finally, it also maintains the safety of guests and guest house properties through strict security such as installing CCTV, room locks, and also recruiting security guards when needed. Although the management of the guest house is carried out fully by Simply Homy, partners still receive training. The training obtained by partners is training on how to manage the guest house completely. Several management trainings conducted by Simply Homy such as marketing, operations, human resources, guest services, finance, and also lodging security are provided to this Full-Management system partner.

Apart from being the manager of the guest house, Simply Homy also has the responsibility of being a supervisor and monitoring the running of the lodging business.

In cooperation with the management of this unit, it also discusses matters related to profit sharing. In the cooperation agreement, it is explained that this agreement uses a *ju'alah contract* which discusses the distribution of profits between the franchisor and the franchisee. Based on the researcher's interview with the manager of the Simply Homy guest house regarding the distribution of monthly revenue, it is appropriate to do it at 50:50 after the operating costs of the guest house.

"For this full-management system, it is usually 50:50 after the operating costs of the guest house" (Anwar, 2024).

If there is a loss during the management period of the guest house, it is the responsibility of the homeowner 50% as the franchisee and Simply Homy as the franchisor 50% in that month. In this case, the distribution of losses is still taken into account by the deliberations of each party. The cost that will be borne between the homeowner and Simply Homy is the cost of managing the guest house unit as a whole. The costs incurred in this management include marketing costs, human resource costs such as guest house guards, and operational costs such as cleaning and maintenance of property facilities. This is done to cover losses and to be able

to maintain the management of the guest house for the next month. When the next month gets a profit, it is divided according to the previous agreement.

In addition, in the cooperation of the management of this unit, it also conveys what is prohibited in this cooperation and the procedure for resolving disputes when a dispute occurs between the two parties. Both parties are prohibited from divulging any information belonging to both parties. If one of the parties leaks the information, it is permissible to unilaterally terminate the cooperation. Even if the problem becomes bigger, it will reach the legal realm.

Fikih Muamalah Review of the Full Management Cooperation Agreement for Franchise Business at Simply Homy Guest House Yogyakarta Brand Cooperation Agreement

In this brand collaboration, there is the use of brand licenses owned by Simply Homy against partners. The use of this brand license is subject to a fee of Rp.1,000,000.00 per month. The use of brand licenses, logos, and guest house operational systems during the Full-Management agreement period. In Islam, the use of intellectual property rights in the form of trademark licenses is used in the form of the benefit of using the value of an item. In *the book Aqdu al-Imtiyaz at-Tijary*, a franchise business with a system of using benefits for intellectual property rights with the compensation of *franchisee fees* within a certain time limit that has been agreed upon is more similar to an *ijarah contract*.

"Paying fees to enter the franchisor's network is part of the ijarah contract. And it has known benefits, and these benefits are valuable funds as presented, its mean technical knowledge and branding, for a known fee, which is the amount or money paid for entering the franchise network"(2014, [https://www.researchgate.net/publication/325444444](#)).

Franchise business in Islam allows the benefits used to be in the form of measurable assets such as technical sales and trademarks, where the cost is a reward that is known and agreed upon by the franchisee. In the Simply Homy guest house franchise brand cooperation agreement, the benefits used are the trademark and also the guest house operational system in exchange for the monthly fee. So that in this case the cooperation in the use of the brand in the Full-Management system of the franchise business scheme uses *ijarah* contracts. Where *the franchisor* gives permits *franchisees* to use brand licenses and also the operational system of Simply Homy guest house (Baits, 2018).

In this brand cooperation agreement, Simply Homy and partners who choose the Full-Management agreement are carried out. This is in accordance with the *ijarah* contract which has two parties who perform the contract and both can to act legally (Harun, 2017). The signing of the cooperation agreement between Simply Homy guest house and the partner is based on the wishes of both parties. The partner came to Simply Homy to apply for a cooperation agreement with Simply Homy. After meeting the conditions of the cooperation agreement, Simply Homy will approve the application. In the terms of the statement (*shighat*) of *ijab qabul* in the *ijarah* contract, the statement must be the desire and intention of the parties who agree either formally or otherwise (Harun, 2017). Therefore, the harmony of people who make a contract and *shighat* this contract is in accordance and fulfills its conditions in *fikih muamalah*.

Then, in this brand cooperation agreement, partners are charged a *franchisee fee* of Rp.1,000,000.00 per month. In this brand cooperation agreement, Simply Homy Guest House, as the owner of the rental goods, already has experience that determines the cost of *franchise fees* to future partners. The determination of rental costs follows what is in Islam because the determination of rental costs, according to *fikih muamalah*, must be determined by experienced parties (Mardani, 2021). And in this brand collaboration, the cost is determined by Simply Homy. Then the charging of *franchisee fees* and time limits are in accordance with the terms of fee rewards in the *ijarah* contract in Islam, where this fee has an exchange rate for the use of brand license benefits. This *ujrah* fee is allowed in sharia, and the amount is known at the

specified time limit.(Harun, 2017) In this Simply Homy guest house brand collaboration, the monthly franchisee fee payment and the cooperation period are five years. Islam also discusses this time limit and has a reference in the form of *hadits* to benefit both parties.(Harun, 2017)

أَعْطُوا الْأَجِيرَ أَجْرَهُ قَبْلَ أَنْ يَجِفَّ عَرَقُهُ.

"Give workers their wages before their sweat dries"

In the use of the benefits of the brand license in the Simply Homy guest house it is listed in the cooperation agreement agreed upon by both parties. Which every Simply Homy guest house partner must use Simply Homy's logo, brand, and operational method on houses managed using this Full-Management system. The brand cooperation agreement at Simply Homy Guest House is in line with the franchise system in general, which pays attention to intellectual property rights (IPR) in the form of brand licenses and management standards (Nasrullah, 2021). In Islam, the benefit of the rental goods is the object of *the ijarah* contract itself. Where the benefits have value and how to use them are allowed in sharia', as well as houses, land, vehicles, and also benefits for intellectual property (Soemitra, 2019). In addition, the benefits must be real and explained so as not to cause one of the parties to be ignorant and result in disputes (Harun, 2017). Therefore, the object of the agreement to use this brand is following the object (*ma'qud alaihi*) in the *ijarah contract*.

Then, if there is an accidental loss, such as monthly income below the profit line, relief will be given through deliberation between Simply Homy and the partner. Meanwhile, if it occurs such as a natural disaster, the partner is given a waiver not to be required to pay this *franchisee fee*. Because the value of using the brand and operational standards is lost along with the natural disaster. Regarding this loss, Islam has a basis for mutual justice. When the tenant does not have money to pay rent, deliberation can find a solution. Then, it can also be done with a suspension or waiver in payment to continue the payment next month (Mardani, 2021). In fikih muamalah, the benefit is one of the pillars of the *ijarah contract*. When the pillar cannot be fulfilled, the *ijarah contract* is void. Meanwhile, if the *ijarah contract* is canceled, the rent does not have to be paid (Mardani, 2021). So, according to the researcher, the losses in the trademark use agreement follow the loss coverage scheme in the *ijarah contract*.

This brand cooperation agreement can be said to be in accordance with the *ijarah contract* because in the *ijarah contract*, there are pillars and conditions of the *ijarah contract* that have been fulfilled. The pillars of *ijarah* are the existence of people who make a contract (*aqidain*), rewards for rent benefits (*ujrah*), benefits for rented goods (*ma'jur alaihi*), and *ijab qabul* for both parties (Harun, 2017). In the collaboration of the Simply Homy guest house franchise business brand, there are the pillars of the *ijarah contract* as follows; The person who signed the contract was Simply Homy as the lessor and the partner as the tenant. The reward for the rental of benefits is the existence of a franchisee fee every month. The benefits of the rented goods are the value the partner receives in the form of trademarks and management systems. Also, *Ijab* and *Qabul*, between the franchisor and the franchisee, agree to use the brand with a written agreement.

Then, the conditions of the *ijarah contract* that have been fulfilled in this brand cooperation agreement can be seen as follows: the agreement is carried out by Simply Homy as *the franchisor* and the partner as the *franchisee*, in other words as a party who already has legal skills. As for the *ijab qabul* statements from both parties are made at the beginning of the cooperation statement, which is at the same time as the signing of the Full-Management cooperation agreement. Meanwhile, the rented goods belong to Simply Homy in full. Then, the benefits of rental goods received by partners are the use of brands, logos, and management systems that have been included in the cooperation agreement. The pillars of *ijarah* in this

cooperation agreement have been fulfilled, starting from the person who signed the contract to the *ijab qabul* between the two parties. Then, in this brand cooperation agreement, Simply Homy Guest House, as the owner of the rental goods, already has experience in determining the price of using the brand compared to the partner as a tenant; therefore, in this brand cooperation, Simply Homy determines the rental price. Also, when there is an accidental loss, such as monthly income below the profit line, a waiver is given to solve the problem through deliberation between Simply Homy and the partner (Mardani, 2021).

Unit Management Cooperation Agreement

In the Full-Management agreement on the franchise effort of the Simply Homy guest house, especially in the cooperation of the management of their unit using the *ju'alah* contract. However, in its implementation, the *ju'alah contract cooperation agreement* consists of the contribution of the *franchisor* and the *franchisee* which then the profit sharing is carried out in the amount of 50:50. While in *fiqh mu'amalah* the *ju'alah* contract is a reward for knowing the amount of money that will be given in the end in a work done (1985, الزهيلي). So, in this case, the *ju'alah* contract is in return, not by using profit sharing. Departing from this, there is a discrepancy in the contract's naming and implementation. The Simply Homy guest house uses revenue sharing, but the naming is a *ju'alah contract*. Meanwhile, the distribution of results based on the ratio in the concept of *fikih muamalah* is in line with the *syirkah contract* (Fauzi et al., 2022). In *fikih muamalah* *syirkah contract* is a permit for two parties to mix and also parts of it or a permit for a person to do business together (2015, &).

Although the naming of the contract used is a *ju'alah* contract and is not in accordance with its implementation. However, in fact, the implementation of the management cooperation of this unit is geared towards the implementation of franchise businesses that use *syirkah contracts*. Because in the franchise business of Simply Homy Full-Management guest house in the management of this unit, Simply Homy contributes to the manpower and all management of the guest house, while the partner contributes to the house as capital that will be used as a business along with existing facilities and the brand license rented by the partner in the brand use agreement. In Islam, in the book *Aqdu al-Imtiyaz at-Tijary* by Shaleh Abdul Karim, it is said that the concept of franchising has similarities with the *syirkah* contract in involving the franchisee in its business system.

"The franchisor has partnered with the franchisor by allowing him to use his name and trademark, in addition to expertise, technical support and manufacturing methods; while the franchisor has participated with the capital and his work in this project, this can be said of the similarity between the two contracts" (2014, ل. م. م.).

In the book, it is explained that the franchise owner participates with the franchisee by allowing the franchisee to use his name and trademark, as well as expertise, technical support, and production methods. Meanwhile, the franchisee includes himself with capital and labor in the project. Although the implementation is reversed, this states that in the management of this unit, there is a mixture of contributions from both parties as in the theory of the *syirkah* contract. Because the *syirkah* contract in the *fikih muamalah* is actually as follows;

"The Ulama's unanimously agreed that the correct syirkah is for each of the two partners to take out money such as the money of its owner, dinars, or dirhams, and then mix that, until it becomes one money that is not distinguished, provided that they sell and buy what they saw from the types of trades, provided that what was in it of virtue and profit for them, and what was lacking is actual on them, and if they do so, the syirkah is correct" (2014, ب. م.).

In the *syirkah contract*, some pillars must be fulfilled such as the parties who perform the contract (*al-aqidan*), the statement of each party (*shighatul 'aqd*), the existence of the object of the contract (*mahallul 'aqd*), the purpose of the contract in agreeing (*maudhu' aqad*) (Nopriansyah, 2019). In the franchise business, Simply Homy guest house also fulfills these

pillars. Such as the parties who have a contract in the Simply Homy guest house franchise business system, namely the Simply Homy guest house (*franchisor*) and the landlord (*franchisee*) as the parties who make the contract (*al-aqidain*). Then the statement of both parties in the form of a cooperation agreement (SPK) as (*shighatul 'aqd*). After that, there is a form of guest house lodging as a franchise business, Simply Homy guest house as the object of the contract (*mahallul 'aqd*). While the purpose of the contract in agreeing (*maudhu' aqad*) is to get good profits. With the fulfillment of the pillars of the *syirkah contract* in this franchise business, it indicates that the cooperation in the management of this unit is in line with the *syirkah contract*.

In this unit management cooperation agreement, it discusses the distribution of revenue between the franchisor and the franchisee. Based on the researcher's interview with the manager of the Simply Homy guest house regarding the distribution of monthly revenue, it is appropriate to do it at 50:50 after the operating costs of the guest house. This is in accordance with the *fikih muamalah* in Islam that the profit sharing in the franchise business agreement that uses the profit ratio from the business proceeds is a *syirkah contract* (Fauzi et al., 2022). The distribution of profits is based on the ratio where each party has the right to take profits according to the proportion of this contribution in the concept of this franchise business in line with the concept of *musyarakah* in the book *Al-Isyraf 'ala Madzahibi Al-Ulama Li Ibn Al-Mundzir*.

“Al-Hasan al-Basri gave it permission and said: If at the time of division, each of them is taken as it was brought” (Fauzi et al., 2022).

The revenue sharing technician in the cooperation in the management of the guest house franchise business unit is carried out after the cost of managing this guest house includes the cost of electricity, cleanliness, house guards, and also promotions. So that if the guest house distributes profits in that month, then the profit that will be distributed is a *net profit* of 50:50 for each party. Profit sharing in terms of cooperation agreements regarding franchise business partnerships in Islam after business costs are better known as *profit sharing* (Mufid, 2019). The meaning of *profit sharing* in Islam is the calculation of profit sharing based on the net result of total income, in other words after deducting the costs incurred to get profits so that this is allowed in Islam (Mufid, 2019).

In addition, the matter regarding the loss during the management period of the guest house in the cooperation of the management of this unit, it is the responsibility of the owner of the house 50% as the franchisee and Simply Homy as the franchisor 50% in that month. Therefore, this way of bearing losses is allowed in Islam. Meanwhile, the cost that will be borne between the homeowner and Simply Homy is managing the guest house unit as a whole in the month in which the loss occurred. In this case, the distribution of losses is still considered by each party's deliberations. Liability for losses in the cooperation of the management of this unit is in accordance with the Islamic *syirkah contract* and is allowed. In the *syirkah contract*, cooperation in Islam bears losses jointly or proportionately to the jointly managed business, in accordance with capital ownership and contribution to the business partnership (Soemitra, 2019). The book *Al-Isyraf 'ala Madzahib Al-Ulama Li Ibn Al-Mundzir* also states that the union parties are responsible for the loss of the *syirkah contract* (2014 (إبراهيم)).

In addition, the cooperation of the management of this unit also conveys what is prohibited in this cooperation and the dispute resolution procedure when a dispute occurs between the two parties. In this brand cooperation agreement, both parties are prohibited from divulging any information belonging to both parties. If one of the parties leaks the information, it is permissible to unilaterally decide on the agreement. In Islam, when a violation occurs from one party, the other party can cancel the cooperation agreement of the *syirkah contract*. As said by the Hanafiyah scholars in the book *Al-Mausu'ah Al-Fiqhiyah Al-Kuwaitiyah* explained that

according to the jurists, the cancellation of the cooperation agreement can be caused by two things, the first is the cancellation of one of the parties to the cooperation agreement, and the second is that the Hanafiyah scholar said that the denial of one of the parties to the cooperation agreement also causes the cancellation of the cooperation agreement (2014, إبراهيم).

If you look at the Simply Homy guest house franchise business, it has followed the requirements of cooperation according to Sharia. It can be seen that a partnership agreement in cooperation in a business has several conditions, including (Nopriansyah, 2019). The first is that the agreement made and implemented does not contradict Sharia. Namely, the Simply Homy franchise business is subject to an agreement according to Islamic law with the fulfillment of its principles and conditions. The two agreements made must not have an element of gharar, the guest house franchise business has clarity in its transactions, namely cooperation in an inn business. Third, there is an object of the agreement (*maudu'u aqd*) with Tasharuf; the object of this agreement is to manage the guest house business in Sharia for family groups. The fourth is that the two parties who implement the agreement must be mutually pleased (agreed), both parties mutually agree and agree to the agreement that has been made together with the existence of a cooperation agreement (SPK). Fifth, there is no element of fraud in making agreements.

In the Simply Homy guest house franchise business agreement there is no element of fraud in agreeing, this cooperation effort is carried out with full transparency at both times when management, handling finances, when facing business problems, and also in terms of profit sharing using 50:50 after the cost of managing the guest house. And the last is that the property and capital owned by each party who enters into a cooperation agreement must be mixed because this is the nature of the shirkah contract. In this case, Simply Homy and also the franchisee partners mix each other's capital and contributions. This is evidenced by the contribution of partners in providing houses as lodging and also taking part in decision-making. Meanwhile, Simply Homy contributes to the management of the guest house lodging business and also the workforce.

CONCLUSION

The results of this study show that the Full-Management agreement has two cooperation agreements, namely brand cooperation in which there is a brand license rental and management standards with a monthly fee. Then, the practice of the unit management cooperation agreement has the contribution of each party, namely from Simply Homy, the workforce in the management, and the partner is the house that becomes the business. The distribution of profits uses a 50:50 profit share by naming the *ju'alah* contract agreement. Reviewed based on *fikih muamalah*, brand cooperation is included following the *ijarah* contract scheme, while in unit management cooperation, there are still those that are not suitable. The unit management cooperation that is not yet appropriate is using the name of the *ju'alah* contract but using revenue sharing. Still, the cooperation of the management of this unit is following the *syirkah* contract in terms of contribution, harmony, conditions, and how to bear the loss. The suggestion from the researcher to the Simply Homy guest house is to continue to innovate in combining its business cooperation system with contracts that follow Sharia.

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