INTISARI

Penelitian mengenai Penerapan Klausula Eksonerasi dalam Perjanjian Baku Jual Beli Rumah di Kota Denpasar Propinsi Bali adalah penelitian yuridis normatif. Diadakan penelitian ini adalah untuk membuktikan adanya perjanjian baku yang tidak memenuhi syarat-syarat sahnya sebuah perjanjian dan membuktikan bahwa klausula eksonerasi yang dibuat oleh pengembang membawa akibat ketidak adilan bagi calon pembeli rumah. Penelitian di Kota Denpasar Propinsi Bali mengambil 30 orang responden yang mewakili calon pembeli rumah dan penghuni. Data sekunder yang diperoleh melalui studi kepustakaan didukung data primer dari lapangan selanjutnya dianalisis secara kualitatif.

Hasil penelitian menunjukkan bahwa jual beli rumah yang menggunakan perjanjian baku tidak didukung oleh Pasal 1320 KUHPerdata serta melanggar Pasal 18 Undang-Undang No : 8 Tahun 1999 Perlindungan Konsumen. Diperoleh jawaban 83 % (25 orang dari 30 responden) calon pembeli menyatakan terpaksa menandatangani perjanjian karena kebutuhannya akan kredit, 73 % (22 orang dari 30 responden) menyatakan tidak mengerti isi perjanjian yang ditandatanganinya, dan 70 % (21 orang dari 30 responden) menyatakan sangat keberatan terhadap syarat-syarat eksonerasi yang dibuat sepihak oleh pengembang. Dengan demikian dapat disimpulkan bahwa calon pembeli adalah pihak yang dirugikan terhadap perjanjian baku berklausula eksonerasi dalam perjanjian jual beli rumah.

Kata Kunci : *klausula eksonerasi, perjanjian baku jual beli rumah.*

ABSTRACT

This study on the implementation of Exoneration Clauses in the Standard Contract in House Transaction at the Denpasar Municipality, Bali Province, was a normative juridical study. The reason for conducting this study was to get the evidence of the standard contract that did not fulfill the legal requirements of a contract and to convince that the exoneration clauses made by developers could bring injustice to the prospective buyers of a house. This study took 30 respondents who represented the candidates of house buyers and inhabitants. Secondary data which were obtained through library research was supported by primary data from the field which were then analyzed qualitatively.

The findings show that the house transaction using standard contract was not supported by the article 1320 of the Civil Code and it was in violation of article 18 of Laws No. 8, 1999 concerning the Consumer Protection. From the analysis it was found out that 83% (25 person of 30 respondent) of the buyer candidates stated that they were forced signing the contract because of their needs of credit. 73% (22 person of 30 respondent) of them stated that they did not understand the contents of the contract that they had to sign, and the remaining 70% (21 person of 30 respondent) stated that they had strong objection to the exoneration requirements which were one-sidedly made by developers. Therefore it could be concluded that the buyer candidates were parties who suffered quite a lot from the clauses of the standard contract of house transaction.

Key Words **:** ***Exoneration clause, Standard contract of house transaction, Consumer***