

**AN ANALYSIS OF BOOK LENDING PRACTICES BASED
ON THE ARIYAH CONTRACT AT THE LIBRARY OF THE
FACULTY OF ISLAMIC ECONOMICS AND BUSINESS, UIN
RADEN FATAH PALEMBANG**

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Abstract

This study aims to analyze the practice of book lending at the Library of the Faculty of Islamic Economics and Business (FEBI), UIN Raden Fatah Palembang, from the perspective of the ariyah contract in Islamic law. The ariyah contract is a type of non-commercial lending transaction, in which the lender grants the right to benefit from an item to another party without expecting any compensation, and with the obligation to return the item in its original condition. In the context of a library, this contract is relevant as a fiqh-based foundation for book lending services, which are generally provided free of charge. This research employs a qualitative descriptive approach using a case study method. Data collection techniques include direct observation, in-depth interviews with librarians and library users, and document analysis related to the library's lending system and regulations. The findings indicate that the book lending system implemented at the FEBI Library substantially reflects the principles of the ariyah contract. Library users are granted the right to benefit from books free of charge for a specified period, with the obligation to return them in good condition. There are no commercial elements or economic gains obtained by the library from this service. This practice not only aligns with sharia principles but also reinforces the values of ta'awun (mutual assistance), public benefit (maslahah), and equity in access to knowledge.

Keywords: Ariyah, Lending, Library, Practice

INTRODUCTION

Libraries are vital components of the educational ecosystem, playing a crucial role in supporting learning, research, and the advancement of knowledge. As centers of information and literacy, libraries not only provide access to a wide range of reading materials, but also serve a strategic function in cultivating reading habits and fostering critical thinking among students and academics (Unyil & Pauzi, 2024). Within the context of higher education in Indonesia,

libraries at Islamic universities—such as the Faculty of Islamic Economics and Business (FEBI), UIN Raden Fatah Palembang—carry the responsibility not only to offer relevant books and literature, but also to uphold Islamic values in every aspect of their management.

Book lending is one of the primary services provided by libraries. However, lending practices in some libraries still face various challenges (Suharso et al., 2020). The *Ariyah* contract, which is one of the contracts in Islamic law, emphasizes the importance of honesty and justice in every transaction. By applying the *Ariyah* contract, libraries can improve the quality of their services and ensure that both borrowers and librarians adhere properly to the established rules. Several definitions of the *Ariyah* contract have been proposed by various scholars, as outlined below.

The *Ariyah* contract is a system that governs lending based on the principles of justice and social responsibility (Munawarah, 2023). In the context of libraries, the *Ariyah* contract allows borrowers to replace the borrowed book with a similar one if the original cannot be returned within the stipulated time. This approach reflects a spirit of mutual trust between the borrower and the library and promotes a culture of responsibility in the use of the library's collection resources.

According to Firmanto (2020), the *Ariyah* contract is a permission granted by an owner for others to use their property without compensation. Every agreement in Islamic transactions must meet conditions stipulated by Islamic law. The Zahiri school of thought also emphasizes that stipulating conditions in transactions is prohibited unless there is clear evidence supporting them, as the rules and legal consequences of contracts are determined by Sharia, not by the parties involved. Based on these definitions, it can be understood that this study aims to rigorously examine the practice of conditional *Ariyah* contracts, which refer to the lending of goods with the requirement that the borrowed items be returned in the same form and condition, in accordance with the provisions and laws established by Allah for His followers.

According to Destari et al. (2022), *Ariyah* originates from the word *i'ārah*, which means lending. In the field of Islamic jurisprudence, scholars have provided two different definitions of '*ariyah*'. The Hanafi and Maliki scholars define '*ariyah*' as "the transfer of the usufruct (benefit) of an object for a specific period without compensation." Meanwhile, the Shafi'i, Hanbali, and Zahiri scholars define '*ariyah*' as "permission to use a lawful object, where the object remains in its original form and no compensation is involved."

One important aspect of library management is an effective and fair book lending system (Rokan, 2017). Traditionally, library lending systems often rely on fines or financial penalties as incentives to encourage timely returns. To address this need, some libraries, including the FEBI Library at UIN Raden Fatah Palembang, still implement a fine system for borrowers who return books late.

The fines are regulated and imposed through a technological device available at the FEBI Library of UIN Raden Fatah Palembang, rather than by library staff or attendants (Safitri, 2016). This technological device is also used as a tool for book searching to facilitate users in locating books. However, many

books are still not registered in the system, which limits the effectiveness of this technology in the library.

In the context of libraries within Islamic higher education institutions, such as the Library of the Faculty of Islamic Economics and Business (FEBI) at UIN Raden Fatah Palembang, the implementation of the *Akad Ariyah* contract in book lending is an interesting phenomenon to study. *Akad Ariyah* is a contract in Islamic law emphasizing principles of honesty, justice, and social responsibility in lending goods without compensation. This system not only regulates the procedures for borrowing and returning books but also fosters a culture of mutual trust between borrowers and the library.

This phenomenon is important to examine because the application of *Akad Ariyah* has the potential to enhance the quality of library services while integrating Islamic values in managing information resources. Moreover, the implementation faces challenges such as managing technological systems for recording loans and educating users to be more disciplined in returning books on time. This study aims to understand how *Akad Ariyah* is implemented, its impact on service quality, and the obstacles encountered in the book lending practices at the library.

METHODOLOGY

The data collected in this study were gathered using qualitative methods, chosen because they provide a deeper insight (Sugiyono, 2015) into the book lending practices in the library. Interviews were conducted with borrowers and librarians, alongside direct observations in the library, based on a pre-prepared list of questions. The observations aimed to identify any issues that arose during the book lending process.

RESULTS AND DISCUSSION

1. The Concept of the Ariyah Contract

It is based on the provisions of the Qur'an and the Sunnah of Prophet Muhammad (peace be upon him), where human beings are encouraged to help one another in righteousness and piety, not in sin and transgression. This provides a clear basis for the permissibility of *Ariyah* in Islamic law. Furthermore, the imams of the major Islamic schools of thought agree on the existence of a loan contract, which is considered a recommended act of worship (*sunnah*) and is rewarded with spiritual merit (Destari et al., 2022).

According to Sitepu (2015) Islamic jurists agree that the *Ariyah* contract is based on mutual assistance. However, they differ in opinion regarding the nature of trustworthiness (*amanah*) of the borrower. The rulings on borrowing can be summarized as follows:

- 1) The legal basis of *Ariyah* according to Sayyid Sabiq is that it is *sunnah*. Islamic jurists agree that the *Ariyah* contract is based on mutual help.
- 2) The item borrowed must be something permissible (*mubah*), because cooperating in sin is prohibited.
- 3) Anyone who borrows from another has a debt to the lender (*mu'ir*). Every debt must be repaid, and failure to do so is sinful. Neglecting to repay debt is

considered oppression (aniyah), which is a sin. The Prophet Muhammad (peace be upon him) said: "A wealthy person who neglects their debt is oppressive." (Narrated by Bukhari and Muslim)

- 4) It is permissible to pay more than the borrowed amount if the excess is solely the borrower's voluntary will. This is considered good for the debtor. The Prophet said: "Among the best of you are those who are best in paying their debts." (Narrated by Bukhari and Muslim) The Prophet once borrowed an animal and repaid with one that was larger and older, then said: "The best among you are those who pay their debts with something better." (Narrated by Ahmad) However, if the excess is demanded by the lender and agreed upon in the contract, this additional amount is not lawful and is considered a form of usury (riba). The Prophet said: "Every debt that yields benefit is a form of usury." (Narrated by Baihaqi) (Mardani, 2013: 331).
- 5) If the lender stipulates that the borrower is obligated to replace the borrowed item if it is damaged, then the borrower must do so. The Prophet said: "Muslims are bound by their conditions." (Narrated by Abu Dawud and Al-Hakim). If no such condition is made, and the item is damaged without the borrower's negligence or intent, the borrower is not required to replace it. The Prophet said to one of his wives who broke a food container: "Food for food, and container for container." (Narrated by Al-Bukhari).
- 6) The borrower must bear the cost of transporting the borrowed item upon return if it cannot be carried except by a porter. The Prophet said: "The hand is responsible for what it takes until it fulfills it." (Narrated by Abu Dawud, Al-Tirmidhi, Al-Hakim).
- 7) The borrower is not allowed to rent out or lend the borrowed item to others without the lender's permission.
- 8) If someone lends a garden for the purpose of building a wall, they cannot demand its return until the wall collapses. The same applies to lending a field for planting, as causing harm (mudarat) to the owner during the season is forbidden.
- 9) Whoever lends something for a certain period is recommended to request its return after the lending period expires.

According to Sari (2023), *Al-Ariyah* Contract is legislated based on several evidences, including the following:

- 1) Qur'an, Surah Al-Ma'idah, verse 2: "And cooperate in righteousness and piety, but do not cooperate in sin and aggression."
- 2) Qur'an, Surah An-Nisa, verse 58: "Indeed, Allah commands you to render trusts to whom they are due and when you judge between people to judge with justice. Indeed, Allah is ever Hearing and Seeing."
- 3) Hadith: The Prophet Muhammad (peace be upon him) said, "Al-'Ariyah (loan) must be returned, and Al-Minhah (borrowed beneficial goods)." This statement was addressed by the Prophet to Syurohbiil bin Muslim, as narrated in the following chain: "Hisyam bin 'Amar said: Isma'il bin 'Ayyasy said: Syurohbiil bin Muslim narrated to me that he heard from the Prophet (peace be upon him) that he said: 'Al-'Ariyah (loan) must be returned, and Al-Minhah (borrowed beneficial goods)'." (Narrated by Bukhari)

According to the Hanafi scholars, the pillar (rukn) of 'ariyah consists only of the offer (*ijab*) made by the lender, while the acceptance (*qabul*) is not considered part of it. In contrast, according to the Shafi'i scholars, 'ariyah requires the presence of the contractual formula (*lafal shighat*), namely both *ijab* (offer) and *qabul* (acceptance), because the usufruct of an item depends on the permission granted through this contract (Destari et al., 2022).

According to the majority of scholars (jumhur ulama), the 'ariyah contract must include several essential elements (*rukn*), which are as follows: the lender (*mu'ir*), the borrower (*musta'ir*), the item being lent (*mu'ar*), and the contractual formula (*shighat*). These components are considered fundamental for the validity and proper implementation of the 'ariyah agreement.

Regarding the conditions for loaned items, Febriana et al. (2022) state that an item is considered valid for lending under the 'ariyah contract if it meets two requirements: first, the item must be usable without being destroyed or consumed. Items that are consumable, such as food, soap, candles, and similar goods, are not valid for 'ariyah lending; instead, lending such items falls under the *qardh* contract. Second, the item lent must be permissible (*halal*) to use and must not be intended for any prohibited (*haram*) purposes.

According to Mukti (2024), there are two types of 'ariyah contracts: 'ariyah *muqayyadah* and 'ariyah *muthlaqah*.

- 1) Ariyah Muqayyadah refers to a loan agreement that includes specific restrictions. These constraints may relate to time, place, or other mutually agreed conditions, and must be strictly followed by the borrower (*musta'ir*). Violation of such conditions may result in penalties or at least moral blame. For instance, if a car is lent for only one day within a 100-kilometer radius, the borrower must comply with these limitations. This type of 'ariyah is typically applied to valuable items, where the lender (*mu'ir*) may feel the need for additional safeguards. However, if the conditions imposed are too restrictive and prevent the borrower from benefiting from the item, the borrower may have the right to disregard them.
- 2) 'Ariyah Muthlaqah is an unrestricted loan agreement. In this type, the *musta'ir* is given full freedom to use the borrowed item without any limitations regarding time or space. For example, if person A lends a car to person B without specifying usage conditions, then B may use the car for any duration and distance. This form of 'ariyah typically occurs between parties who share a high level of mutual trust. As such, customary practices apply, and the use of the item must remain within reasonable societal norms. Continuous or excessively far use of the item, if it leads to damage, can render the borrower responsible. According to the Hanafi school of thought, in an 'ariyah muthlaqah, the borrower assumes full rights similar to that of an owner (*malik*) of the borrowed item.

Ruhaya (2023) stated that another important aspect that must be considered by the *musta'ir* (borrower) is the cost or maintenance (*nafakah*) of the borrowed item. According to the Hanafi scholars, the *musta'ar* (borrowed item) is entirely a trust (*amanah*) and becomes the responsibility of the *musta'ir* only during the period of its usage. Outside of this usage period, the item is not the responsibility

of the borrower, unless there is negligence or deliberate misconduct. This is because the borrower is generally not held accountable unless the agreement was initially categorized as *'ariyah muqayyadah*. For example, person A is allowed to use person B's car on the condition that if it is lost or damaged—whether through negligence or intentional acts—it must be replaced. This falls under the category of *muqayyadah*.

To answer the question above, it is first necessary to understand the true nature of the ownership status of the borrowed item (*musta'ir*). According to the majority of scholars, an item borrowed and held by the *musta'ir* is considered a semi-ownership (*milk ghair lazim*). This is because the item in question remains the full property of the *mu'ir* (lender). The consequence of this majority opinion is that the *mu'ir* has the right to reclaim the item at any time and in any place. Similarly, the *musta'ir* also has the right to return the borrowed item at any time and in any place according to their preference.

Another opinion comes from the scholars of the Maliki school, who state that a *mu'ir* (lender) is not allowed to reclaim the item they have lent to someone else before the item has provided benefit or been used. This difference of opinion between the majority of scholars and the Maliki school must be properly understood. Social conflict resolution can be approached from both perspectives. For example, if a person named (A) lends an item to someone named (B), then (A) has the right to retrieve the item at any time and place, and similarly, (B) has the right to return it at any time and place. This situation would not cause social conflict if both (A) and (B) understand and agree on the terms. However, if a conflict or hostility arises between them before the item is used, then both parties—as *mu'ir* and *musta'ir*—may end up disputing ownership of the borrowed item. A may insist on taking the item back, while B may refuse to return it on the grounds that they have not yet benefited from it. In such a case, the Maliki school's perspective may offer a solution: A should yield and allow B the opportunity to use the borrowed item first before reclaiming it.

Conflicts of claim often arise in practice. The following are common aspects that frequently occur in society::

- 1) Disputes regarding the type of contract and agreement: These arise when the *mu'ir* (lender) and *musta'ir* (borrower) have different understandings or no clear agreement regarding whether the lending was *'ariyah muqayyadah* (conditional) or *'ariyah muthlaqah* (unconditional), which leads to differing expectations and responsibilities.;
- 2) Disputes concerning lost or damaged items: This typically involves disagreement over who bears responsibility when the borrowed item is lost or damaged. The situation becomes more complex if no clear condition was agreed upon regarding liability.
- 3) Disputes regarding the return of the item: These include cases where either the *musta'ir* delays or refuses to return the item, or the *mu'ir* demands its return prematurely. Such disputes are often rooted in differing interpretations of ownership rights and the agreed-upon terms of the loan.

In a case where someone believes that the item in their possession is a borrowed item (*'ariyah*), they would not be obligated to provide any payment or

compensation upon returning it to the owner. On the other hand, the owner might claim that the item was rented out (*ijarah*), not merely lent, and therefore must be returned along with rental fees. Furthermore, if the item is damaged, the owner may demand maintenance costs and compensation.

In such a conflict of claims—whether the item is considered borrowed or rented—the prevailing view in Islamic jurisprudence generally supports the claim of the *musta'ir* (borrower), who asserts that the item is a loan and not a rental. However, this claim is only upheld if the *musta'ir* is willing to take an oath confirming that they indeed borrowed the item and did not rent it.

This principle is based on the legal maxim: “Al-bayyinah ‘ala al-mudda’i wal-yamin ‘ala man ankara” (evidence is upon the claimant, and an oath is upon the one who denies). Since the *mu'ir* (lender) is the one making a claim for compensation (i.e., rent), they must provide evidence. If they cannot, then the *musta'ir* can swear an oath to support their denial of the rental claim. If the *musta'ir* does so, their claim is accepted.

Another case that may involve conflicting claims is the issue of returning borrowed goods — whether the item has been returned or not. It is possible for the borrower (*musta'ir*) to claim that they have already returned the item they once borrowed. Meanwhile, the lender (*mu'ir*) denies this and asserts that the item has not been returned. In such a case, the claim of the *mu'ir* is the one that is upheld, provided that the *mu'ir* takes an oath affirming their statement. The *mu'ir* must swear that their property has not been returned. Once the oath is completed, the *mu'ir's* claim is the one that must be upheld.

There are various reasons that may lead to the termination of an ‘*ariyah* (loan-for-use) contract. The following are the situations and factors that bring such a contract to an end:

- 1) The lender (*mu'ir*) requests the return of the borrowed item from the borrower (*musta'ir*). If both parties agree to return the item, then the previous transaction is automatically considered completed and terminated.
- 2) The borrower (*musta'ir*) returns the borrowed item to the lender (*mu'ir*), either before or after the agreed-upon time. This is because the ‘*ariyah* contract is *jaiz* (non-binding), meaning the item may be returned at any time.
- 3) One of the two parties (either the *mu'ir* or the *musta'ir*) becomes legally incompetent to engage in an ‘*ariyah* contract. This may be due to insanity or mental incapacity. If either party loses their mental capacity, the ‘*ariyah* contract is automatically void.
- 4) One or both parties are no longer able to exercise control over their affairs, for instance, due to death. If either the *mu'ir* or the *musta'ir* passes away, the ‘*ariyah* contract is automatically terminated.

2. Book Lending Practices Based on the Ariyah Contract at the Library of the Faculty of Islamic Economics and Business, UIN Raden Fatah Palembang

The book lending system at the Library of the Faculty of Islamic Economics and Business (FEBI), UIN Raden Fatah Palembang, adopts the *Ari'yah* contract as its foundational framework for borrowing activities. The *Ari'yah* contract, rooted

in Islamic jurisprudence, refers to a gratuitous loan of non-consumable items—such as books—where the borrower is obliged to return the exact item within a specified period.

This system is implemented not only to facilitate access to library resources, but also to instill ethical values such as trust, responsibility, and accountability among library users. By applying the *Ari'yah* contract, the library ensures that the lending process aligns with Islamic legal and ethical principles. Borrowers are expected to maintain the condition of the borrowed books and to return them on time. Failure to do so results in the obligation to either replace the item with an equivalent book or provide monetary compensation as stipulated in the library's lending policies.

The *Ari'yah*-based system also incorporates technological support to monitor lending activities and to manage overdue returns. Users are required to pay a daily fine of IDR 1,000 per book for any delay in returning items, with payments processed through an automated system available at the library. This mechanism encourages compliance and enhances user discipline.

Moreover, the use of the *Ari'yah* contract has strengthened the relationship between librarians and borrowers by fostering a mutual sense of trust. It supports the creation of a more respectful and responsible academic environment and contributes to the broader objective of integrating Islamic values into educational and institutional practices.

This study reveals that book lending practices at the Library of the Faculty of Islamic Economics and Business (FEBI), UIN Raden Fatah Palembang rely on the *Ari'yah* contract system. This system requires borrowers to return the borrowed book or replace it with an equivalent copy if the original cannot be returned within the stipulated timeframe. This mechanism represents the library's effort to uphold honesty and justice in every book lending transaction.

The study indicates that in cases of overdue book returns, the library implements specific mechanisms in accordance with the principles of the *Ari'yah* contract. Borrowers who fail to return books on time are required to replace them with equivalent titles or provide compensation based on established regulations. Fines are processed through the library's automated payment system, with a daily penalty of IDR 1,000 per book.

The *Ari'yah* contract functions not only as a mechanism to ensure borrower compliance with timely book returns, but also as a means to improve the overall quality of book lending services. In this context, the library can foster a relationship of mutual trust between borrowers and librarians, while simultaneously promoting a culture of responsibility in the use of library collections. In conclusion, the application of the *Ari'yah* contract at FEBI's library represents an innovative and ethically grounded model for managing library services in a higher education context, particularly within Islamic institutions.

CONCLUSION

This study underscores the significance of implementing the *Ari'yah* contract in the book lending system at the Library of the Faculty of Islamic Economics and Business (FEBI), UIN Raden Fatah Palembang, as a strategic

effort to enhance service quality and to promote Islamic values in the management of information resources. As a critical component of the educational infrastructure, the library plays a pivotal role in providing access to academic materials and in cultivating reading habits and critical thinking skills among students and scholars. The application of the Ari'yah contract in lending practices is grounded in the principles of honesty and justice, fostering a reciprocal trust-based relationship between borrowers and the library institution. This contractual approach also establishes clear procedures regarding the return of borrowed items and stipulates the replacement of unreturned materials, thus reinforcing accountability through the imposition of sanctions and the encouragement of social responsibility. The findings of the research indicate that the adoption of the Ari'yah contract has contributed significantly to improving order and discipline in the management of library collections. Nonetheless, challenges remain, particularly in the areas of technological management and user education, which require ongoing attention to ensure the effective implementation and optimization of lending policies.

Based on the findings and conclusions regarding the implementation of the *Ari'yah* contract in book lending practices at the Library of the Faculty of Islamic Economics and Business (FEBI), UIN Raden Fatah Palembang, several recommendations are proposed to enhance the effectiveness and quality of library services. The library should continue to strengthen the *Ari'yah*-based lending system by refining return and replacement policies and providing comprehensive education on its principles and benefits. Regular user training is essential to improve awareness and discipline regarding lending rules. To address technological challenges, continuous updates to the library's digital infrastructure are necessary to improve system efficiency and reliability. Additionally, ongoing evaluation of the book collection should ensure the relevance and utility of available resources, while expanding access to digital materials such as e-journals and e-books will further support academic activities. Finally, promoting literacy and a reading culture through workshops, discussions, and other initiatives can significantly enrich the academic environment.

By implementing these recommendations, the Library of the Faculty of Islamic Economics and Business (FEBI), UIN Raden Fatah Palembang is expected to continuously enhance the quality of its services, strengthen operational integrity based on Islamic principles, and make a meaningful contribution to the advancement of higher education and literacy within its academic community.

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