

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 31, 2006 (October 27, 2006)

GAYLORD ENTERTAINMENT COMPANY

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

1-13079

(Commission File Number)

73-0664379

(I.R.S. Employer
Identification No.)

One Gaylord Drive
Nashville, Tennessee

(Address of principal executive offices)

37214

(Zip Code)

Registrant's telephone number, including area code: (615) 316-6000

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

TABLE OF CONTENTS

[Item 1.01. Entry into a Material Definitive Agreement.](#)

[Item 9.01. Financial Statements and Exhibits.](#)

[SIGNATURES](#)

[Ex-10.2 Amendment No. 10 to the Agreement between Gaylord National, LLC and Perini/Tompkins Joint Venture, dated October 27, 2006](#)

Table of Contents

Item 1.01. Entry into a Material Definitive Agreement.

On October 27, 2006, Gaylord National, LLC (“Gaylord National”), a wholly owned subsidiary of Gaylord Entertainment Company (the “Company”), entered into Amendment No. 10 (the “Amendment”) to the Agreement (as amended, the “Agreement”) between Gaylord National and Perini/Tompkins Joint Venture, dated as of May 9, 2005, relating to the construction of the Gaylord National Resort & Convention Center. The Amendment provides for a guaranteed maximum price of \$389,077,027. The Agreement and the Amendment are filed herewith as exhibits and are incorporated by reference herein. The descriptions of the material terms of the Agreement and the Amendment are qualified in their entirety by reference to such exhibits.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

- | | |
|------|--|
| 10.1 | Agreement between Gaylord National, LLC and Perini/Tompkins Joint Venture, dated as of May 9, 2005, relating to the construction of the Gaylord National, including certain amendments thereto (incorporated by reference to Exhibit 10.14 to the Company’s Annual Report on Form 10-K for the year ended December 31, 2005 and Exhibit 10.2 to the Company’s Current Report on Form 8-K dated July 5, 2006 (File No. 1-13079)). |
| 10.2 | GMP Amendment No. 10 to the Agreement between Gaylord National, LLC and Perini/Tompkins Joint Venture, dated October 27, 2006. |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GAYLORD ENTERTAINMENT COMPANY

Date: October 31, 2006

By: /s/ Carter R. Todd

Name: Carter R. Todd

Title: Senior Vice President, General Counsel and
Secretary

GMP Amendment Number 10

This Separate GMP Amendment is executed this 27th day of October, 2006, by **Gaylord National, LLC** ("Owner") and **Perini Tompkins Joint Venture** ("Construction Manager") pursuant to the Agreement dated May 9, 2005 ("Agreement") executed by the parties for the performance by the Construction Manager of certain construction work and construction management services for the Gaylord National Harbor Resort and Convention Center Project as identified therein.

1. Pursuant to the Agreement, Construction Manager hereby agrees that the Guaranteed Maximum Price ("GMP") for the Work to be performed on the Project (including all Work under this GMP Amendment Number 10 and all Work previously authorized pursuant to GMP Amendments shall be \$389,077,027 and that the GMP is accounted as follows: (a) the Preconstruction Services equal \$350,000, (b) the Construction Manager's Lump Sum General Conditions equals \$19,255,989, (c) the Cost of the Work equals \$343,455,542, (d) the Construction Manager's Fee equals \$12,025,000, (e) Contingency equals \$7,228,280, (f) the Phase II General Conditions, Contingency, Fee & Insurance equals \$896,224, (g) the Phase II Cost of the Work equals \$5,615,436, and (h) the Mock-up Room Cost of Work equals \$250,557).

OWNER
GAYLORD NATIONAL, LLC
By: **Gaylord Hotels, LLC sole member**

CONSTRUCTION MANAGER
PERINI TOMPKINS JOINT VENTURE

By: /s/ David C. Kloeppel
Title: EVP

By: /s/ Mark Makary
Title: Principle in Charge