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): March 3, 2010

DiamondRock Hospitality Company

(Exact name of registrant as specified in its charter)

Maryland	**001-32514**	**20-1180098**
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

6903 Rockledge Drive, Suite 800 **Bethesda, MD**	**20817**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(240) 744-1150**

(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:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

The Compensation Committee of the Board of Directors (the "Compensation Committee") of DiamondRock Hospitality Company (the "Company") redesigned the Company's equity award program in 2010, based on a recommendation from Frederic W. Cook & Co., Incorporated, its independent compensation consultant, in order to grant equity awards to each named executive officer consisting of 75% time-based restricted stock and 25% market stock units, or MSUs. The restricted stock awards vest ratably over three years.

MSUs are restricted stock units that vest three years from the date of grant, subject to the achievement of certain levels of total stockholder return over the vesting period (the "Performance Period"). The 2010 MSUs will vest on February 27, 2013. The Company will not pay dividends on the shares of common stock underlying the MSUs; instead, the dividends are effectively "re-invested" as each of the executive officers is credited with an additional number of MSUs that have a fair market value (based on the closing stock price on the day the dividend is paid) equal to the amount of the dividend that would have been awarded for those shares.

Each executive officer was granted a target number of MSUs (the "Target Award"). The actual number of MSUs that will be earned, if any, and converted to common stock at the end of the Performance Period is equal to the Target Award plus an additional number of shares of common stock to reflect dividends that would have been paid during the Performance Period on those shares multiplied by the percentage of total stockholder return over the Performance Period based on (x) the 30-trading day average closing price of our common stock calculated on the vesting date plus dividends paid and (y) the 30-trading day average closing price of our common stock on the date of grant. There will be no payout of shares of our common stock if the total stockholder return percentage on the vesting date is less than negative 50%. The maximum payout to an executive officer under an MSU award is equal to 150% of the Target Award.

Generally, the MSUs will be subject to accelerated or continued vesting to the extent that time-based equity awards would become fully vested or continue to vest pursuant to the severance agreement in effect between the Company and each executive officer. Upon a change-in-control, the MSUs will vest and the Performance Period shall end on the day immediately preceding the change-in-control and the attainment of the performance goals will be calculated by reference to the 30-trading day average closing price of our common stock on the date immediately preceding the change-in-control.

On March 3, 2010, the executive officers named below received restricted stock and MSUs as follows:

	Restricted Stock		MSU (3)			
	Shares of Restricted Stock (#)(1)	Grant Date Fair Value of Award ($)(2)	Minimum Award (#)(4)	Target Award (#)	Grant Date Fair Value of Target Award ($)(5)	Maximum Award (#)(6)
Mark W. Brugger	133,769	1,124,997	0	37,994	375,001	56,991
John L. Williams	75,803	637,503	0	21,530	212,501	32,295
Sean M. Mahoney	44,590	375,002	0	12,665	125,004	18,998
William J. Tennis	44,590	375,002	0	12,665	125,004	18,998

(1) One third of the restricted stock will vest annually beginning on February 27, 2011.

(2) Represents the grant date fair value of the restricted stock based on the closing price of the common stock of the Company on March 3, 2010.

(3) Each MSU represents a contingent right to receive one share of common stock of the Company, subject to the achievement of stockholder returns as described above. The number of MSUs set forth in this column represents the Target Award. However, the actual number of MSUs to be received, if any, is subject to the achievement of those returns and will vest on February 27, 2013.

(4) Represents the minimum payout to the executive officer under an award, which is earned if the total stockholder return is less than negative 50%. The minimum payout results in an award of no shares to the executive officer.

(5) Represents the grant date fair value of the Target Award based on a valuation study conducted by a third party compensation consultant.

(6) Represents the maximum payout to the executive officer under an award, which is earned if one total stockholder return exceeds 50%. The maximum payout is equal to 150% of the Target Award.

The foregoing description of the MSUs are qualified in its entirety by the full terms and conditions of the form of Market Stock Unit Agreement which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

See Index to Exhibits attached hereto.

SIGNATURE

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.

DIAMONDROCK HOSPITALITY COMPANY

Date: March 9, 2010

By: /s/ William J.Tennis
William J. Tennis
Executive Vice President and
General Counsel

EXHIBIT INDEX

Exhibit No.	Description
10.1	Form of Market Stock Unit Agreement

DiamondRock Hospitality Company

Market Stock Unit Agreement

Name of Grantee:____________________
Target No. of Market Stock Units Granted: _____ (the "**Target Award**")
Grant Date of Award: March 3, 2010
Performance Measure: Total Shareholder Return (as described in Exhibit A).

Pursuant to the DiamondRock Hospitality Company Amended and Restated 2004 Stock Option and Incentive Plan as amended through the date hereof (the "**Plan**"), DiamondRock Hospitality Company (the "**Company**") hereby grants a deferred stock award pursuant to Section 8 of the Plan consisting of the number of Market Stock Units listed above (an "**Award**") to the Grantee named above. Each Market Stock Unit shall relate to one share of Common Stock, par value $0.01 per share (the "**Stock**") of the Company specified above, subject to the restrictions and conditions set forth herein and in the Plan, and subject to the attainment of performance goals set forth in Exhibit A (the "**Performance Goals**").

1. Acceptance of Award; Rights as Shareholder.

(a) The Grantee hereby acknowledges and understands that the Award represents a commitment of the Company to issue shares of Stock in the future, subject to the attainment of the Performance Goals and the receipt by the Company of a fully executed copy of this Agreement.

(b) The Award shall be settled by transferring to the Grantee a number of shares of Stock based on the Target Award (as adjusted pursuant to Section 2) if, and only to the extent that, the Performance Goals are achieved during the period commencing on the Grant Date (the "**Commencement Date**") through, and including, February 27, 2013 (the "**Performance Cycle**"). The Administrator shall certify at its first meeting after the completion of the Performance Cycle, whether and to what extent the Performance Goals have been met. The actual number of shares of Stock to be issued to the Grantee will vary depending upon the attainment of the Performance Goals, and could be more or less than the Target Award specified above.

(c) Upon such certification, the relevant number of shares of Stock, in the form of fully vested shares of Stock, shall be issued and delivered to, or otherwise registered in book entry in the name of, the Grantee, and the Grantee's name shall be entered as the stockholder of record on the books of the Company and shall have all the rights of a shareholder with respect to such shares of Stock. Any vested shares of Stock shall be so issued and delivered to the Grantee no later than two and one-half months after the end of the Performance Cycle.

2. Dividends.

Dividends on the shares of Stock underlying the Market Stock Units shall not be paid to the Grantee unless and until the Grantee vests in, and is issued, the relevant shares of Stock underlying the Market Stock Units. The Grantee shall not be entitled to receive dividends with respect to Market Stock Units that do not vest. Upon the vesting of the Market Stock Units, the Grantee shall receive an additional number of shares of Stock equal to the dividends paid with respect to such vested Market Stock Units based on the following assumptions: (i) that the Grantee had received the number of shares of Stock on the Grant Date corresponding to the number of Market Stock Units in which the Grantee actually vests, and (ii) all of the dividends that would have been paid on such shares of Stock had they been issued on the Grant Date during the period from the Grant Date to the date of vesting were reinvested in Stock on the dividend payment date, utilizing the closing price on the New York Stock Exchange on each date that dividends were paid.

3. Vesting of Performance Shares.

(a) A Grantee shall only vest in the Award to the extent the Performance Goals are attained, as more fully described in Exhibit A.

(b) Subject to Sections 3(c) and 3(d), if the Grantee ceases to have any employment or other service relationship with the Company either as an employee or director for any reason prior to the date of Administrator certification, the unvested Award shall be cancelled and no Stock shall be issued to the Grantee. The Grantee's eligibility to receive any shares of Stock in connection with the Award is conditioned on (i) the Grantee's continuous employment or other service relationship with the Company through and on the date of Administrator certification and (ii) the attainment of Performance Goals.

(c) Notwithstanding anything contained herein to the contrary, the Award shall be subject to accelerated or continued vesting and shall not be cancelled as described above to the same extent that time-based equity awards would become fully vested or continue to vest pursuant to the Severance Agreement in effect between the Company and the Grantee (the "**Severance Agreement**"). For the avoidance of doubt, any such accelerated or continued vesting shall mean that the Grantee does not need to be continuously employed through the end of the Performance Cycle, but the Award will still be paid based on actual performance to the extent achieved, at the end of the Performance Cycle.

(d) Notwithstanding anything contained herein to the contrary or in Section 3(c) of the Plan, in the event of a Change in Control, the Performance Cycle shall be deemed to have ended on the day immediately preceding the Change in Control and the attainment of the Performance Goals shall be calculated by reference to the Stock Price on the date immediately preceding the Change in Control.

4. Delivery of Stock.

The Company shall not be obligated to deliver any shares of Stock in accordance with the terms of the Award until (i) all federal and state laws and regulations as the Company may deem applicable have been complied with; (ii) the shares have been listed or authorized for listing upon official notice to the national stock exchange on which the Common Stock is traded or have otherwise been accorded trading privileges; and (iii) all other legal matters in connection with the issuance and delivery of the shares have been approved by the Company's legal department.

5. Incorporation of Plan.

Notwithstanding anything herein to the contrary, this Agreement shall be subject to, and governed by, all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

6. Transferability.

This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. The Award, and any shares of Stock issuable with respect to the Award may not be sold, assigned, transferred, pledged, hypothecated, given away or in any other manner disposed of or encumbered, whether voluntarily or by operation of law until (i) the Award has vested as provided in Section 3 of this Agreement and (ii) shares of Stock have been issued to the Grantee. Any attempted disposition of Stock not in accordance with the terms and conditions of this Section 6 shall be null and void, and the Company shall not reflect on its records any change in record ownership of any shares of Stock as a result of any such disposition, shall otherwise refuse to recognize any such disposition and shall not in any way give effect to any such disposition of any shares of Stock.

7. Tax Withholding.

Upon the settlement of the Award, the Company shall withhold from the shares of Stock to be issued to the Grantee, a number of shares of Stock with an aggregate Fair Market Value that would satisfy the minimum Federal, state and local tax required to be withheld by the Company as a result of such taxable event.

8. Miscellaneous.

(a) Notice hereunder shall be given to the Company at its principal place of business, and shall be given to the Grantee at Grantee's place of employment, or in either case at such other address as one party may subsequently furnish to the other party in writing.

(b) This Agreement does not confer upon the Grantee any rights with respect to continuation of employment by the Company or any Subsidiary.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DiamondRock Hospitality Company

By: ______________________________
Name:
Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned.

Dated: ______________________ ______________________________
Grantee's Signature

<u>Exhibit A</u>
<u>Performance Goals and Vesting Schedule</u>

The actual number of shares of Stock, if any, to be issued to the Grantee is equal to the Target Award plus an additional number of shares of Stock to reflect dividends paid during the Performance Cycle, determined in accordance with Section 2 of the Award (such amount, the "***Adjusted Target Amount***") *multiplied* by the TSR Multiplier, subject to a maximum payout of 150% of the Target Award.

The "***TSR Multiplier***" means the total percentage return per share achieved by the Stock over the Performance Cycle, assuming contemporaneous reinvestment in the Stock of all dividends and other distributions at the closing price of one share of Stock on the date such dividend or other distribution was paid, based on the Initial Stock Price and the Final Stock Price.

"***Final Stock Price***" means the Stock Price on the last day of the Performance Cycle.

"***Initial Stock Price***" means the Stock Price on the Commencement Date.

"***Stock Price***" means, as of a particular date, the average closing price of one share of Stock for the 30 consecutive trading days ending on, and including, such date (or, if such date is not a trading day, the most recent trading day immediately preceding such date).

If the TSR Multiplier is less than 50%, no shares of Stock shall be issued as the minimum performance goal shall not have been attained.