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**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

April 4, 2006

Date of Report (Date of earliest event reported)

VIAD CORP

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-11015

(Commission
File Number)

36-1169950

(IRS Employer
Identification No.)

1850 North Central Avenue, Suite 800, Phoenix, Arizona

(Address of principal executive offices)

85004-4545

(Zip Code)

Registrant's telephone number, including area code: (602) 207-4000

Not Applicable

(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))
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Item 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On April 4, 2006, the Board of Directors of Viad Corp (the "Company") approved amendment of the Restricted Stock Agreement and Performance-Based Restricted Stock Agreement of Robert H. Bohannon, Chairman of the Board, and Scott E. Sayre, Vice President-General Counsel and Secretary, for the restricted stock and performance-based restricted stock granted to these executives in February 2006. The amendment increased the holding period required for full vesting of stock in connection with retirement at age 60 or greater such that full vesting after lapse of the three-year restriction period will occur if the retirement is at least two years after the date of grant, except that the Human Resources Committee of the Board of Directors, in its absolute discretion, may approve full vesting of the stock after lapse of the three-year restriction period if the executive retires six months after the date of the grant due to unforeseen hardship or circumstances beyond the executive's control. The Board also approved a similar amendment to the Restricted Stock Agreement for Outside Directors, except that for directors retiring after the age of 65, the holding period is six months after the date of grant. The effective date of these amendments is March 28, 2006.

Copies of the form of Amendment to the Restricted Stock Agreement and Performance-Based Restricted Stock Agreement of Messrs. Robert H. Bohannon and Scott E. Sayre, and the form of Amendment to the Restricted Stock Agreement of Outside Directors, are attached hereto as Exhibits 10.A, 10.B and 10.C, respectively, and are incorporated by reference herein.

Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

- 10.A - Copy of form of Amendment to Restricted Stock Agreement, effective March 28, 2006.
- 10.B - Copy of form of Amendment to Performance-Based Restricted Stock Agreement, effective March 28, 2006
- 10.C - Copy of form of Amendment to Restricted Stock Agreement for Outside Directors, effective March 28, 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 thereunto duly authorized.

VIAD CORP
(Registrant)

April 5, 2006

By /s/ Scott E. Sayre
Scott E. Sayre
Vice President — General Counsel and Secretary
(Authorized Officer)

AMENDMENT TO
VIAD CORP
1997 OMNIBUS INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT FOR EXECUTIVES
AS AMENDED FEBRUARY 23, 2005

Employee, _____, and Viad Corp mutually agree to the following amendment to the Restricted Stock Agreement for the award of restricted stock granted to Employee on February 22, 2006 (the "Agreement"). Unless otherwise defined herein, capitalized terms used herein will have the same meanings as in the Agreement.

1. Section 3(a) of the Agreement is amended by deleting the second paragraph in its entirety, and replacing it with the following:

"If the Employee ceases to be an employee of the Corporation or any of its Affiliates by reason of normal or early retirement, full ownership of the Shares will occur upon lapse of the Restriction Period as set forth in paragraph 2 and dividends will be paid through such period, in each case on a pro-rata basis, calculated based on the percentage of time such Employee was employed by the Corporation or any of its Affiliates from the Commencement Date through the date the Employee ceases to be an employee of the Corporation or any of its Affiliates; provided, however, that full ownership of the Shares (versus pro rata ownership) will occur upon lapse of such Restriction Period if the Employee has reached age 60 at the time of retirement and such retirement is at least 2 years subsequent to the date of grant, or such retirement is at least 6 months subsequent to the date of grant and Employee has retired due to unforeseen hardship or circumstances beyond the control of Employee, as reasonably determined by the Human Resources Committee of the Board, in its absolute discretion."

2. This Amendment shall be effective as of March 28, 2006.

3. Except as otherwise expressly modified or amended herein, all terms and conditions contained in the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be duly executed.

Dated: _____, 2006

VIAD CORP

By: _____

Title: _____

ATTEST:

General Counsel or Assistant Secretary

ACCEPTED:

Employee

AMENDMENT TO

VIAD CORP
1997 OMNIBUS INCENTIVE PLAN
PERFORMANCE-BASED RESTRICTED STOCK AGREEMENT
AS AMENDED MARCH 29, 2005

Employee, _____, and Viad Corp mutually agree to the following amendment to the Performance-Based Restricted Stock Agreement for the award of performance-based restricted stock granted to Employee on February 22, 2006 (the "Agreement"). Unless otherwise defined herein, capitalized terms used herein will have the same meanings as in the Agreement.

1. Section 3(a) of the Agreement is amended by deleting the third paragraph in its entirety, and replacing it with the following:

"If the Employee ceases to be an employee of the Corporation or any of its Affiliates by reason of normal or early retirement, full ownership of the Earned Shares will occur upon lapse of the Restriction Period as set forth in paragraph 2 and dividends will be paid through such period, in each case on a pro rata basis, calculated based on the percentage of time Employee was employed by the Corporation or any of its Affiliates from the Commencement Date through the date the Employee was employed during the year in which the award was granted; provided, however, that full ownership of the Shares (versus pro rata ownership) will occur upon lapse of such Restriction Period if the Employee has reached age 60 at the time of retirement and such retirement is at least 2 years subsequent to the date of grant, or such retirement is at least 6 months subsequent to the date of grant and Employee has retired due to unforeseen hardship or circumstances beyond the control of Employee, as reasonably determined by the Human Resources Committee of the Board, in its absolute discretion."

2. This Amendment shall be effective as of March 28, 2006.

3. Except as otherwise expressly modified or amended herein, all terms and conditions contained in the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be duly executed.

Dated: _____, 2006

VIAD CORP

By: _____

Title: _____

ATTEST:

General Counsel or Assistant Secretary

ACCEPTED:

Employee

AMENDMENT TO
VIAD CORP
1997 OMNIBUS INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT FOR DIRECTORS
AS ADOPTED FEBRUARY 23, 2005

Director, ____, and Viad Corp mutually agree to the following amendment to the Restricted Stock Agreement for the award of restricted stock granted to Director on February 22, 2006 (the "Agreement"). Unless otherwise defined herein, capitalized terms used herein will have the same meanings as in the Agreement.

1. Section 3(a) of the Agreement is amended by deleting it in its entirety, and replacing it with the following:

“(a) **Termination of Service.** Except as provided in this paragraph 3 and in paragraph 8 below or as otherwise may be determined by the Board in its absolute discretion on a case by case basis, if the Director’s service ceases with the Corporation for any reason (other than termination for Cause, as defined in the Plan), full ownership of the Shares will occur upon lapse of the Restriction Period as set forth in paragraph 2 and dividends will be paid through such period, in each case on a pro rata basis, calculated based on the percentage of time such Director served as a director of the Corporation from the Commencement Date through the date such Director ceases to be a director of the Corporation; provided, however, that full ownership of the shares (versus pro rata ownership) will occur upon lapse of the Restriction Period if the Director has reached age 60 at the time of service termination and such termination of service is at least 2 years subsequent to the date of grant; the director has reached age 65 at the time service terminates and such termination of service is at least 6 months subsequent to the date of grant; or such termination of service is at least 6 months subsequent to the date of grant and Director has terminated service due to unforeseen hardship or circumstances beyond the control of Director, as reasonably determined by the Human Resources Committee of the Board, in its absolute discretion.”

2. This Amendment shall be effective as of March 28, 2006.

3. Except as otherwise expressly modified or amended herein, all terms and conditions contained in the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be duly executed.

Dated: _____, 2006

VIAD CORP

By: _____
Title:

ATTEST:

General Counsel or Assistant Secretary

ACCEPTED:

Director