

ITEM 5. OTHER EVENTS

On March 27, 2000, Marriott International, Inc. issued \$300 million principal amount of 8-1/8% Series D Notes due 2005 in an underwritten public offering. We received net proceeds of approximately \$298 million from this offering, after paying underwriting discounts and commissions and offering expenses. We plan to use these proceeds to repay commercial paper borrowings, and for other corporate purposes which may include working capital, capital expenditures, acquisitions and stock repurchases.

The notes will mature on April 1, 2005.

We issued the notes under an indenture with The Chase Manhattan Bank, as trustee, dated November 16, 1998.

The underwriting agreement and terms agreement under which we sold the notes, the form of the notes, and the indenture under which the notes were issued, are all filed or incorporated by reference as exhibits to this report. These exhibits are incorporated by reference into this description.

ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS

(c) Exhibits

- Exhibit 1.1 Underwriting Agreement General Terms and Provisions dated September 15, 1999 (incorporated by reference to Exhibit 1.1 to our Form 8-K dated September 20, 1999).
- Exhibit 1.2 Terms Agreement relating to the 8-1/8% Series D Notes due 2005, dated March 22, 2000, between Marriott International, Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated on behalf of the underwriters
- Exhibit 4.1 Form of Marriott International, Inc. 8-1/8% Series D Note due 2005
- Exhibit 4.2 Indenture dated November 16, 1998 with The Chase Manhattan Bank, as Trustee (incorporated by reference to Exhibit 4.1 to our Form 10-K for the fiscal year ended January 1, 1999)

SIGNATURES

Under 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.

MARRIOTT INTERNATIONAL, INC.

By: /s/ Joseph Ryan

Joseph Ryan
Executive Vice President
and General Counsel

Date: March 28, 2000

EXHIBIT INDEX

Description

Exhibit No.

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ANNEX I

Terms Agreement

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
Banc of America Securities LLC
Goldman, Sachs & Co.
c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
World Financial Center
250 Vesey Street
New York, NY 10281-1326

March 22, 2000

Dear Ladies and Gentlemen:

Marriott International, Inc., a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement General Terms and Provisions (the "Terms and Provisions") attached hereto, to issue and sell to each of the Underwriters named in Schedule

I hereto (the "Underwriters"), and each of the Underwriters agrees, severally

and not jointly, to purchase from the Company, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the

principal amount of Securities set forth opposite the name of such Underwriter in Schedule I hereto. Each of the provisions of the Terms and Provisions is

incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Terms Agreement. Each reference to the Representatives herein and in the provisions of the Terms and Provisions so incorporated by reference shall be deemed to refer to you. Terms defined in the Terms and Provisions and the address of the Representatives referred to in Section 11 of the Terms and Provisions and the address of the Representatives referred to in such Section 11 are set forth in

Schedule II hereto. The term "Registration Statement" shall be deemed to

include the Company's registration statements on Form S-3 (File Nos. 333-77093 and 333-94697), and any amendments thereto.

The Representatives hereby confirm and the Company acknowledges that the statements with respect to the public offering of the Securities by the Underwriters set forth under the caption "Underwriting" in the Company's Prospectus Supplement dated March 22, 2000 to the Company's Prospectus dated January 27, 2000 relating to the Securities (the "Prospectus Supplement") constitute the only information concerning such Underwriters furnished in writing to the Company by or on behalf of the Underwriters specifically for inclusion in the Prospectus Supplement.

If the foregoing is in accordance with your understanding, please sign and return to us two counterparts hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Terms and Provisions incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is or will be pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination, upon request, but without warranty on the part of the Representatives as to the authority of the signers thereof.

Very truly yours,

MARRIOTT INTERNATIONAL, INC.

By: /s/ C.B. Handlon

Name: C.B. Handlon

Title: Senior V.P. and Treasurer

Accepted as of the date hereof:

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
BANC OF AMERICA SECURITIES LLC
GOLDMAN, SACHS & CO.

By: MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: /s/ Michael Santini

Name: Michael Santini

Title: Vice President

Schedule I

Underwriter -----	Principal Amount of Securities to be Purchased -----
Merrill Lynch, Pierce, Fenner & Smith Incorporated.....	\$150,000,000
Banc of America Securities LLC.....	75,000,000
Goldman, Sachs & Co.....	75,000,000

Total.....	\$300,000,000 =====

Schedule II

Representatives: Merrill Lynch, Pierce, Fenner & Smith Incorporated, Banc of America Securities LLC and Goldman, Sachs & Co.

Underwriting Agreement: Terms Agreement dated March 22, 2000, incorporating Underwriting Agreement General Terms and Conditions dated September 15, 1999

Registration Statement No.: 333-77093 and 333-94697

Title of Securities: 8 1/8% Series D Notes due 2005

Aggregate principal amount: \$300,000,000

Price to Public: 99.982% of the principal amount of the Securities, plus accrued interest, if any, from March 27, 2000 to the Delivery Date

Underwriting Discount: 0.60%

Indenture: Indenture dated as of November 16, 1998 between Marriott International, Inc. and The Chase Manhattan Bank, as trustee

Date of Maturity: April 1, 2005

Interest Rate: 8 1/8% per annum, payable semiannually

Interest Payment Dates: April 1 and October 1, commencing October 1, 2000

Redemption Provisions: None

Sinking Fund Provisions: None

Other Provisions: As specified in the Prospectus Supplement dated March 22, 2000 relating to the Securities.

Securities Exchange: The Securities will not be listed on any exchange

Closing Date and Delivery Date: March 27, 2000

Closing Location: Piper Marbury Rudnick & Wolfe LLP
6225 Smith Avenue
Baltimore, Maryland 21209

Address for Notices to Underwriters: c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
World Financial Center
250 Vesey Street
New York, NY 10281-1326

This Security is a Global Security within the meaning of the Indenture hereinafter referred to and is registered in the name of a Depositary or a nominee thereof. This Security may not be exchanged in whole or in part for a Security registered, and no transfer of this Security in whole or in part may be registered, in the name of any Person other than such Depositary or a nominee thereof, except in the limited circumstances described in the Indenture.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Marriott International, Inc.
8-1/8% Series D Notes due April 1, 2005

No. R-1
CUSIP 571900 AR 0

\$ 300,000,000.00

Marriott International, Inc., a corporation duly organized and existing under the laws of Delaware (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of Three Hundred Million Dollars on April 1, 2005 and to pay interest thereon from October 1, 2000, semi-annually on April 1 and October 1 in each year, commencing March 27, 2000, at the rate of 8-1/8% per annum, until the principal hereof is paid or made available for payment. All such payments of principal, interest and premium, if any, shall be paid in immediately available funds. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the March 15 or September 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Trustee maintained for that purpose in Dallas, Texas, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; and provided, further, that notwithstanding the foregoing, the Person in whose name this Security is registered may elect to receive payments of interest on this Security (other than at Maturity) by electronic funds transfer of immediately available funds to an account maintained by such Person, provided such Person so elects by giving written notice to a Paying Agent designating such account, no later than the March 1 or the September 1 immediately preceding the April 1 or October 1 Interest Payment Date, as the case may be. Unless such designation is revoked by such Person, any such designation made by such Person with respect to such Securities shall remain in effect with respect to any future payments with respect to such Securities payable to such Person.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

In Witness Whereof, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: March 27, 2000

Marriott International, Inc.

By: /s/ C.B. Handlon

Carolyn B. Handlon
Vice President and
Treasurer

Attest:

/s/ Ward R. Cooper

Assistant Secretary

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

The Chase Manhattan Bank,
as Trustee

By: /s/ Joseph C. Progar

Joseph C. Progar
Authorized Officer

[Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of November 16, 1998 (herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), between the Company and The Chase Manhattan Bank, as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to \$300,000,000.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of 50% in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted

by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Trustee in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$1,000 and integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

The following abbreviations, when used in the inscription on the face of the within Security, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM -- as tenants in common	UNIF GIFT MIN Act - _____ Custodian _____
TEN ENT -- as tenants by the entirety	(Cust) (Minor)
JT TEN -- as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act _____
	(State)

Additional abbreviations may also be used though not in the above list

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

- - - - -
- - - - -

(Name and Address of Assignee, including zip code, must be printed or typewritten)

the within Security, and all rights thereunder, hereby irrevocably constituting and appointing

to transfer said Security on the books of the Company, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Security in every particular, without alteration or enlargement of any change whatever.